

GENERAL CONDITIONS Van Werven

Art. 1. General

1.1 In these general conditions the following terms shall have the following meanings:

- Van Werven: the private companies with limited liability Van Werven Infra B.V., Van Werven Recycling B.V., Van Werven Biomassa B.V., Van Werven Energie B.V., Van Werven Afvalinzameling B.V., Van Werven Afvalservice B.V., Kunststof Recycling Van Werven B.V., Heicom B.V. and Van Werven Holding B.V. and/or any other enterprise affiliated with Van Werven.
- Client: every natural person or legal person (including connections, lessees, buyers etc.), who takes services or goods from Van Werven or with whom Van Werven concludes an agreement or negotiates about it.
- Additional work: All those operations and goods that are performed or supplied during the performance of the agreement and that are more than or different from the matters originally agreed, such as but not limited to i) extension of the operations/supplies at the client's request ii) alterations of the operations that lead to an expansion or enhancement of the operations iii) additions or alteration of the operations necessary for a good and skilful performance of the agreement and/or because of changes in (government) prescriptions or new (government) prescriptions iv) additions to or alterations of the operations that are necessary owing to the client's non-fulfilment of his obligations in respect of the agreement; v) deviations of adjustable quantities.

1.2 These general conditions are part of all offers, invoices and agreements and apply to all related legal acts between Van Werven and its client. Deviations from these conditions must be laid down explicitly beforehand in writing by Van Werven.

1.3 The client cannot rely on stipulations deviating from these general conditions, unless they have been accepted explicitly in writing by Van Werven. The applicability of the client's general conditions is explicitly excluded.

1.4 Retention and acceptance of an offer, invoice or agreement by the client shall mean explicit acceptance of these conditions as drawn up and/or supplied by employees of Van Werven.

1.5 It has been established between Van Werven and the client that - once a contract has been concluded with applicability of these general conditions - these general conditions shall also apply to later offers and agreements.

1.6 In the case of contracts of carriage not only these conditions but also the General Transport Conditions 2002 (AVC) (laid down by Stichting Vervoeradres) last version filed shall apply. In the case of international transport the AVC shall apply in addition to the provisions of the CMR convention. If provisions of the AVC deviate, the provisions of these general conditions shall prevail.

Art. 2. Offers, prices, price changes and changing circumstances and periods

2.1 Offers made by Van Werven shall be entirely without engagement. Acceptance shall be effected by the client returning them signed and/or by commencement/delivery (and thereby the client's/other party's acceptance) of the service or good(s). Offers shall remain in force until the date mentioned in the offer. Van Werven shall not be bound until it has acknowledged the order in writing or, in its absence, after Van Werven has actually started the work ordered.

An acceptance deviating on subordinate points shall not bind Van Werven, this in deviation from section 6.225 (2) of the Civil Code. In that case the agreement shall be concluded on the conditions and on the basis of the offer drawn up by Van Werven.

2.2 Illustrations, catalogues, drawings, technical descriptions, dimensioning, weight statements, reports, models and other data that will be supplied by Van Werven concerning appearance or the properties of the goods to be supplied and other data that are provided by Van Werven concerning the appearance or the properties of the goods to be supplied and about the nature of the services to be rendered by it shall only give a general representation of matters and shall not bind Van Werven.

2.3 Prices are expressed in euros and shall be exclusive of turnover tax, other government levies/charges, packaging/packing and additional work. In respect of transport the prices are based on places that are easy to access and drive on.

2.4 Prices shall be exclusive of transport charges and (fuel) surcharges, unless any deviation therefrom has been confirmed explicitly beforehand in writing by Van Werven.

2.5 As a result of (unforeseen) circumstances and/or hidden defects that were not taken into account in the offer and/or agreement, an offer and/or agreement shall lose its validity and Van Werven shall make a further quotation. The situation of additional work is also included in the above.

2.6 After the conclusion of an agreement Van Werven shall also be empowered to correct obvious errors in the pricing when this pricing is evidently incorrect and/or is based on an obvious clerical error and/or misprint.

2.7 If after the date of acceptance of the order or during the currency of the agreement the costs for Van Werven increase as a result of a circumstance that lies outside its range of influence, such as but not limited to the situation that a supplier of Van Werven changes its prices and/or the euro revaluates or devaluates and/or taxes, social insurance contributions, import duties, freight charges, government measures etc. change, Van Werven shall be entitled to change its prices accordingly.

2.8 Subject to the provisions in this article Van Werven shall be entitled to adjust its prices every year in conformity with the cost price developments in the industry.

2.9 As long as an order and/or delivery has not been completed, Van Werven shall be entitled to charge instalment invoices in the meantime.

2.10 If Van Werven is not able to place the (potential) claims on the strength of the agreement on conditions suitable for it with a credit insurer Van Werven shall be entitled to dissolve the agreement unilaterally. In this case the client shall not be entitled to compensation of damage.

2.11 The periods stated by Van Werven shall not be deadlines. The times of delivery shall be stated by approximation and shall not bind Van Werven. Transgression of a stated period shall not entitle the client to compensation, suspension or dissolution of the agreement. Van Werven shall be entitled to perform the work in the order preferred by it, at its own discretion, whether or not in instalments.

Art. 3. Complaints

3.1 The client must invoke all alleged rights owing to a shortcoming in the fulfilment of the obligations by Van Werven within a maximum of 10 working days after he has discovered or reasonably should have discovered the defect and submit them in writing to Van Werven with reasons, failing which the client's rights in the matter shall have lapsed. The client's rights in the matter shall also lapse if the client tries to (have others) repair a (supposed) defect himself without written permission from Van Werven.

3.2 If a complaint is accepted (in part), Van Werven shall be given an opportunity to perform properly as yet. Van Werven's liability shall be limited to fulfilment of these obligations. The fulfilment of these obligations shall serve as only and full compensation.

If fulfilment is not possible because the client does not offer Van Werven this opportunity, Van Werven shall be released from its obligations and the agreement shall be undone reciprocally, without Van Werven being obliged to compensate damage.

3.3 Complaints in respect of invoices must have been submitted to Van Werven with reasons within 5 days after the invoice date, failing which the client's right in the matter shall lapse.

3.4 Complaints as referred to in this article shall not suspend the client's obligations of payment.

Art. 4. Payment, default, dissolution, retention of ownership and security interests

4.1 (TERM OF PAYMENT, CLAIMABILITY, INTEREST)

All amounts that are payable by the client to Van Werven shall be paid with observance of the period agreed for the purpose or, in the absence of an agreed period, within thirty days after the invoice date, failing which the client shall be in default by operation of the law and therefore without further notice of default and shall owe Van Werven a contractual default interest of 0.75% a month.

In the event of non-timely payment the client shall be in default without further notice of default being required for the purpose.

4.2 All claims shall become directly and fully claimable if and as soon as the client i) is in default with one or more of his obligations in respect of Van Werven ii) is declared bankrupt iii) applies for a suspension of payments iv) (part of the) client's goods is/are attached v) the client loses the free control of his property vi) the client ceases his enterprise. Furthermore Van Werven shall be entitled in these cases to dissolve the agreement (in part) immediately at its choice and without further notice of default being required for the purpose and to undo the (legal) consequences of this, with the right to compensation.

4.3 NO SET-OFF OR SUSPENSION The client shall never evade any obligation of payment in pursuance of an agreement. The client shall not be entitled to apply deduction, set-off, suspension or compensation with regard to the amounts that Van Werven charges to the client by virtue of an agreement existing between them.

4.4 (EXTRA)JUDICIAL (COLLECTING) CHARGES

All costs falling on the collection shall be for the client's account. From the date of default he shall owe extrajudicial collecting charges alongside the principal amount. The compensation for extrajudicial collecting charges shall be determined in conformity with the Extrajudicial Collecting Charges Compensation Decree.

If Van Werven has brought its claim in a judicial action (including arbitration and binding advice), the client shall be obliged to compensate the actual costs involved in this action. They shall include the costs of lawyers, litigation attorneys, and also the fee payable to arbitrators or binding advisers and court registry fee, even if they exceed a possible order to pay litigation costs on the strength of section 237 et seq. of the Code of Civil Procedure.

As soon as (internal or external) legal assistance has been sought by Van Werven or collecting measures are taken by Van Werven, this compensation of the costs shall always be charged and be payable by the client without any further form of proof being required.

Payments shall always be deducted first from the extrajudicial costs, then the interest and subsequently the oldest invoice.

4.5 RETENTION OF OWNERSHIP

4.5.1 All goods delivered by Van Werven shall remain Van Werven's property until the client has properly performed the agreement(s) concluded with Van Werven.

4.5.2 As long as full payment of all of Van Werven's claims has not been made by the client, the client shall not be permitted to dispose of the goods delivered, to place them outside his actual control, to alienate them, to mix them with other goods, to

make them a principal part or component of other goods, to pledge or encumber them or to enter into other legal acts unless Van Werven has given prior written permission for that.

4.5.3 In the event that Van Werven's ownership of the goods delivered by it to the client should no longer rest with it, the client grants Van Werven in advance a first right of pledge on all goods delivered and to be delivered by Van Werven, and also on the client's claims on the strength of insurance of the goods as referred to in 5.4.6. This right of pledge shall serve as greater security for all existing and future claims that Van Werven has or will get on the client.

The client declares that he is authorized to make the pledge, and also that no restricted rights (will) rest on the pledged goods and claims or have been created thereon in advance.

4.5.4 The client grants Van Werven an irrevocable power of attorney to perform for and on behalf of the client all legal acts to create the rights of pledge in so far as that creation has not already been effected. The applicability of section 3:68 of the Civil Code shall be excluded. Subject to the above the client shall furthermore be obliged on Van Werven's demand to perform all (legal) acts that are or should become required within the framework of the said pledges.

4.5.5 As soon as the client fails in his obligations, Van Werven shall be entitled to take back the goods or to take possession of them as pledgee, this subject to the other rights due to Van Werven on the strength of the law. The client hereby authorizes Van Werven for that future event to (have others) access the place(s) where the goods are with the above-mentioned objective, possibly including places of third parties.

4.5.6 As long as the goods are owned by Van Werven or it has a right of pledge on the goods, the client shall insure the goods properly. In the event of a possible payment on the strength of that insurance Van Werven shall be entitled to the insurance money. In so far as necessary the client undertakes in advance to cooperate in everything that is required for the purpose.

4.5.7 The client shall do and omit everything that is necessary to safeguard Van Werven's ownership rights.

4.5.8 If any third party wishes to attach the goods supplied subject to a retention of ownership or wishes to create or exercise another right on them, the client shall inform Van Werven of this immediately.

4.6 PROVIDING SECURITY

The client shall be obliged on Van Werven's first demand to provide security for everything that the client owes or comes to owe Van Werven. This obligation shall also exist if the client himself has already had to provide or has provided security in connection with the amounts due.

4.7 RIGHT OF RETENTION AND RIGHT OF PLEDGE

- a. In respect of anyone who wants them to be surrendered Van Werven shall have a retention right to moneys, goods and documents in its possession in connection with the agreement.
- b. In respect of the client or the consignee Van Werven can always exercise the retention right for anything that is or will become payable to it by the client or consignee for any reason whatsoever. It may also exercise this right for anything bearing on the goods by way of cash on delivery.
- c. Van Werven may also exercise the right of retention granted in paragraph 4.7.b for anything that is still payable to it by the client in connection with previous agreements.
- d. Van Werven can also exercise the right of retention for a commission due to it in connection with a cash on delivery, for which it need not accept security.
- e. If at the time of settlement a dispute arises about the payable amount or if a calculation that cannot be made quickly is required for its determination, the party demanding delivery shall be obliged to pay immediately the part that is due according to both parties, and to provide security for the payment of the part contested by him or the part whose amount has not been established yet.
- f. All goods, documents and moneys that Van Werven has or will get into its possession for any reason and for any purpose shall be deemed to be subject to a pledge as referred to in section 3:236 of the Civil Code for all claims that it has or will acquire for account of the client or of the owner.
- g. The sale of any security shall be made in the manner determined by law or - if agreement should exist on the subject - in private.
- h. The power of sale as referred to in the preceding paragraph shall entail the sale of the goods in its possession at the client's expense in accordance with the sections 3:249 et seq. of the Civil Code and to pay itself out of the proceeds all the amounts payable by the client, all this if the client fails to pay the amounts that are payable by him to Van Werven or the client has given Van Werven good reason to fear that the said obligations of payment will not be fulfilled.
- i. On request Van Werven may replace the pledged goods by another security equivalent in its exclusive assessment.
- j. On Van Werven's first demand the client shall provide security for freight, duties, taxes, levies, premium and other costs that Van Werven makes or is required to make for the client's benefit.
- k. All consequences of not fulfilling an obligation to provide security (in time) shall be for the client's account.

Art. 5. Force majeure

5.1 If and in so far as there are circumstances of any nature whatsoever on the strength of which Van Werven cannot be required in reason to perform the agreement in full, Van Werven may rely on force majeure without any obligation to compensate any damage of the client. Force majeure shall inter alia include: unworkable weather, unworkable condition of the soil, loading and unloading sites that cannot be accessed or driven on, acts of third parties that prevent Van Werven from (timely) performance.

5.2 Force majeure may give occasion for (partial) dissolution. The above shall entail that the parties will reciprocally undo the consequences of the agreement. The above-mentioned situation shall also never lead to an obligation to compensate damage on the part of Van Werven.

Art. 6. Lease

6.1 The "property leased" shall be: the equipment, material, accessories, steel planking, containers and/or machinery as described in the lease agreement or as actually handed to the lessee.

6.2 By accepting the property leased the lessee declares that he has received the property leased in good condition from Van Werven. The client must communicate any complaints to Van Werven in writing at the latest within 2 working days.

6.3 On first demand the client shall pay Van Werven a deposit. The deposit shall be repaid to the lessee with set-off against outstanding invoices of the lessee when returning the property leased, and only if there is no question of damage to the property leased.

6.4 Van Werven reserves the right to replace the property leased during the term of the lease agreement with similar goods if this is desirable or necessary in its opinion, without the lessee being able to rely on any right of compensation, set-off, suspension, deduction or dissolution of the agreement or otherwise.

6.5 The property leased must be used by the lessee, employees of the lessee and third parties that the lessee uses, in accordance with the purpose of the property leased and the instructions for use given for it.

The lessee has the obligation to keep and transfer the property leased in a good state. The costs of repair or replacement caused or necessary for any reason - bar normal maintenance - shall be for account of the lessee. The lessee shall be obliged to pay all costs in connection with use contrary to the purpose and instructions for use to the lessor on first demand.

6.6 The lessee shall be liable for the loss of and all damage to the property leased, irrespective of whether this loss or damage has been caused by the lessee, by third parties or as a result of force majeure.

6.7 If during loading, unloading and/or other operations of the property leased the lessee uses the services of the employees of Van Werven, these employees shall be deemed at that time to be performing their services in subordination to and under the responsibility of the lessee. The lessee shall be liable to Van Werven in the matter. The client shall indemnify Van Werven for claims of third parties and/or employees of Van Werven, by any name or through any cause.

6.8 The lessee shall strictly observe all prescriptions from the government and (international) legislation applicable to the property leased, especially those in connection with the environment, safety and KLIC (Cable and Pipeline Information Centre) reports. The lessee shall be liable to Van Werven for damage as a result of not or not fully observing these prescriptions and also the costs and fines that may follow herefrom. The lessee shall indemnify Van Werven, its employees and the third parties engaged by it for the performance of the agreement explicitly from any claims of third parties in this connection.

6.9 The lessee shall not be permitted to make any alterations to the property leased.

6.10 Any repairs to the property leased that have become necessary as a result of the lessee's use shall be carried out by persons who are designated by Van Werven, at the lessee's expense. Following the occurrence of damage the lessee must turn immediately to Van Werven and not proceed to repair until Van Werven has instructed the lessee on the subject, all this subject to the lessee's statutory duties to limit the damage, including consequential loss.

6.11 If damage is caused by the lessee, the rent shall remain payable for the period in which the repair is performed, even if it exceeds the lease period agreed in principle, unless the damage has a cause that should be at the expense and risk of Van Werven in reason.

6.12 Van Werven, or persons to be designated by it, shall always be entitled to enter the place or places where the property leased is and to examine it.

6.13 The property leased is and shall always remain Van Werven's property. The client shall not be empowered to alienate the property leased or encumber it with any right. The client shall always store or park the property leased separately from goods of himself or third parties and marked as property of Van Werven, in such a manner that no third party can create any right or attachment thereon. The lessee must reject claims of third parties to the property leased and indemnify Van Werven.

6.14 The lessee shall not be permitted to sublet, make available to third parties or relocate the property leased - such as especially but not limited to steel planking - without Van Werven's explicit written permission.

6.15 Operation and use of the property leased shall always be at the lessee's own risk.

6.16 The lessee shall bear the full risk and responsibility of the leased property during the time that it has been made available to the lessee. The lessee shall be obliged to see to full insurance (including building site and/or CAR insurance) against damage, loss and theft of the property leased during the period that the property leased is at the lessee's disposal, including loading, unloading and transport. On first demand the client shall supply a copy of the insurance policy to Van Werven.

6.17 In the case of damage, loss or theft, the client shall be obliged to pay the new value cost of the leased property to Van Werven on demand. Van Werven shall charge these costs to the client.

The rent shall be payable by the lessee to Van Werven until the new value cost has been paid. In the event of damage the client shall be obliged to pay the repair costs to Van Werven. Also after payment by or on behalf of the client the ownership of the property leased (such as for instance steel planking) marked with the Van Werven logo shall remain with Van Werven without change.

6.18 Checking-out of the property leased (including steel planking) must be done by the lessee at least 24 hours before the desired collection time (and 36 hours in the event of collection on a Saturday). The lessee shall be and remain responsible for the property leased - in particular preventing damage, loss or theft - up to and including the time of collection by an employee of Van Werven.

Art. 7 Provisions in respect of offer, intake, acceptance, treatment and/or processing of waste materials

Alongside and in addition to his obligations as included in the agreement the client shall be obliged to observe the following instructions and to act accordingly:

7.1. Offering waste

7.1.1. The client shall be obliged:

- a. To consult with Van Werven about the method of offering waste;
- b. To pack and label the waste in such a manner as prescribed by law, possibly supplemented with any further agreements on the subject between the client and Van Werven;
- c. To provide Van Werven in good time with all required instructions in connection with the services to be rendered;
- d. To indicate at least, either by means of a separate written statement or on the waybill (depending on the Transport or Type of waste: the AVC waybill, the CMR waybill, the EVOA (European Regulation on shipments of waste) document or the accompanying legal document):

- i. the place where the waste is released,
- ii. whether the waste consists of substances in the sense of the Environmentally Hazardous Substances Act or an Adopted Decree in connection with this Act,
- iii. the nature and composition of the waste,
- iv. the quantity of the waste,

e. In the event of an agreement for transport to the destination of the waste the client shall provide Van Werven with the above-mentioned documents in good time. The client guarantees that the documents have been drawn up truthfully and without errors;

f. To supply Van Werven at all times on request with further information about the nature and origin of the waste;

g. To be in possession of the permit(s) and/or exemption(s) required for the services to be rendered if this is required on the strength of a provincial or municipal regulation;

h. To perform, as client for Collection or Transport, the reports or registrations compulsory on the strength of the law or regulation;

i. To adhere to the prescriptions and instructions in force at Van Werven's site.

7.1.2 The client shall enter Van Werven's site at his own risk. Van Werven shall not be liable for damage to persons and/or goods that is caused on its industrial estate.

7.2. Taking delivery of waste and soil

7.2.1 No delivery shall be taken or acceptance made without Van Werven having been provided with a description of nature, properties and composition of the waste/soil that at least meets the statutory requirements.

7.2.2 Van Werven shall be entitled to (have others) take samples and/or perform an (indicative) soil examination of the offered waste/soil and to have them analyzed. The costs involved shall be for the client's account.

7.2.3 The client shall pay the agreed price to Van Werven and immediately take back the waste/soil if the waste/soil does not agree with the nature and composition of that waste/soil stated by the client.

7.2.4 When offering the soil the client must see to a soil examination at its expense. If the client does not see to a soil examination, Van Werven shall commence an (indicative) soil examination on delivery, whose costs shall be for the client's account. If the (indicative) soil examination shows pollution, Van Werven shall be entitled to refuse the consignment, as a result of which the client shall be obliged to take the consignment back on Van Werven's first demand.

7.2.5 From the time of acceptance or shipment waste /soil shall be Van Werven's property unless it appears after acceptance that the conditions and instructions under which delivery was to be made have been deviated from.

If the agreement is dissolved, the transfer of ownership in respect of that waste/soil shall be deemed not to have occurred.

7.3. Prescriptions

7.3.1 In the event of an agreement for transport, the client shall besides be obliged:

a. In the event of border-crossing transport of waste to indicate whether this transport falls under the national scheme for border-crossing transport of hazardous substances or under any other international legislation or regulations applicable to the border crossing;

b. To see to the installation and maintenance of beacons and/or lighting that is required in pursuance of government prescriptions or necessary in view of the local situation. Van Werven shall inform the client about the above-mentioned government prescriptions and if desired make available the necessary beacons and/or lighting on conditions yet to be imposed by Van Werven. If the client should fail in the matter he shall be liable for all damage and costs that result from this for Van Werven.

7.4. Soil remediation, pollution and asbestos

7.4.1 If the client intends to use equipment and/or employees of Van Werven at a (soil) remediation location or another location where there is a suspicion and/or the presence of pollution and/or asbestos, the client shall always be obliged to report this to Van Werven beforehand. The nature of the pollution must be reported, as well as the measures to be taken concerning technology, equipment and personnel to be able to perform the operations in a safe manner in conformity with applicable legislation and regulations.

7.4.2 Van Werven retains the right to charge the client for supplementary measures concerning technology, equipment and personnel that relate the project.

Art. 8 Sale and delivery, sampling and advertising

8.1 Van Werven does not guarantee that the goods are suitable for the purpose for which Van Werven wants to use them, not even if that purpose has been made known to Van Werven, unless something else has explicitly been agreed in writing.

8.2 The risk of the goods shall pass to the client at the time of delivery, which shall include making available the goods either at the time of collection at Van Werven's location or at the time of delivery at the location agreed with the client.

Van Werven shall be liable for the condition of the goods until the time of delivery.

8.3 In deviation from article 3 the following shall apply to goods.

a. The client must (have others) inspect/sample the goods immediately on delivery. On that occasion the client shall examine whether the quantity and the quality of the goods corresponds with the matters agreed between Van Werven and the client.

b. Any visible defects or shortages must be reported in writing to Van Werven immediately but at the latest within two working days after actual delivery, failing which the client's right shall have lapsed.

c. Any invisible defects must be reported in writing to Van Werven immediately but at the latest within two working days after the client has discovered or could reasonably have discovered the defect, failing which the client's right shall have lapsed.

d. If Van Werven has not received a written report from the client within one week after delivery, the goods shall be deemed to have been delivered without any defect.

e. Defects in part of the goods delivered shall not give any right to rejection of the whole delivery.

f. The client must enable Van Werven to examine a supposed defect and/or a claim and, if Van Werven honours the claim, to repair the defect.

g. The client's rights shall lapse if he has fully or partly consumed, treated or processed, mixed with other goods or has passed on to third parties the goods delivered or if the client himself has tried to (have others) repair a supposed defect.

8.4 If the client complains in good time, this shall not suspend his obligation of payment. The client shall remain obliged to take the goods.

8.5 The client shall not be entitled to the rights that the law grants to the consumer in book 7 of the Civil Code, such as among other things the provisions in section 7:17 of the Civil Code that the goods must comply with the agreement.

8.6 Van Werven's liability shall be limited to what has been provided in these general conditions in article 11.

8.7 In the event of whole or partial cancellation by the client, which is accepted by Van Werven, for goods that Van Werven can deliver from stock, Van Werven shall be entitled, as compensation for profit lost and administrative and personnel costs made, to a compensation of 15% of the sales value of these goods ordered. The cancellation shall always be effected in writing. Cancellation shall never be possible for an order that relates to goods that are or have been manufactured especially in accordance with the client's wishes.

Art.9. Transport and observance of legislation

9.1 When loading the vehicle the client shall always follow Van Werven's instructions. These obligations shall also and fully apply to third parties that perform (part of) the client's work for or on behalf of the client.

9.2 The client guarantees that through his doing Van Werven will never carry out orders that violate the law and indemnifies Van Werven for claims by any name or through any cause.

9.3 More especially the client shall never (have others) load Van Werven's trucks in such a manner that axle overload and/or overloading will be caused thereby. Nor shall the client provide Van Werven with incorrect or incomplete information on the subject.

9.4 The client shall never let Van Werven perform transports in violation of the Working Hours Act and the Working Hours Decree for Transport. If Van Werven cannot perform or complete a transport in time in connection with the proper observance of the above-mentioned legislation, this may never lead to liability on the part of Van Werven.

9.5 The client who acts contrary to this article shall always be liable to Van Werven for all direct damage, indirect damage and consequential loss, which shall also include payment/compensation of the resulting fines, costs of transshipment, transport, storage etc. This obligation shall also and fully apply in the event that third parties perform (part of) the work for or on behalf of the client.

9.5 In respect of transport of waste the provisions in article 7.3 also apply.

Art. 10. Guarantee obligation and damage

On condition that the complaint was made correctly and in good time and it has been shown adequately that it is a matter of a shortcoming, Van Werven shall take care of repair in so far as possible and/or decide on a suitable solution.

Art. 11. Liability of Van Werven, indemnities and lapse of client's rights

11.1 Subject to the other exonerations included in these general conditions Van Werven's liability in respect of the client for culpable shortcoming or wrongful acting shall be limited to the amount to which the liability insurance of Van Werven gives right in that specific case, to be increased by the deductible.

11.2 If in any specific case Van Werven's liability insurance provides no cover for any reason whatsoever or the relevant damage is not covered by the insurance, Van Werven's liability shall be limited to at most three times the invoice value of the relevant order with a maximum of €25,000 per event or series of events.

11.3 Van Werven shall never be liable for indirect damage, immaterial damage, consequential loss and loss of profit unless it is the result of wilfulness or gross negligence of Van Werven.

11.4 Van Werven shall not be liable for damage and costs - by any name and/or through any cause - if the client or any third party, whether or not for payment, makes use of Van Werven's equipment and/or personnel and/or stores or parks goods in one of Van Werven's sites and/or has asked Van Werven to perform particular operations, which operations are not part of any agreements already concluded in the matter and Van Werven has acted in the matter in accordance with instructions given by or on behalf of the client and/or the other third party.

Van Werven shall not be liable for damage and costs - by any name and/or through any cause - in the event of lease of manned equipment whereby operations were performed by order and under the supervision of the client.

11.5 Van Werven stipulates all statutory and contractual defences that it can invoke to ward off its own liability in respect of the client or any third party, also for the benefit of its subordinates and the non-subordinates for whose conduct it would be liable in pursuance of the law.

11.6 The client shall indemnify Van Werven, its employees and other legal persons engaged by Van Werven from all claims - by any name and/or through any cause - from third parties on compensation of any damage suffered by these third parties, caused by or related to goods supplied by or originating with Van Werven and/or operations performed by or on behalf of Van Werven, unless the damage is due to wilfulness or deliberate recklessness of Van Werven.

11.7 The client shall indemnify Van Werven against claims, including fines in respect of i) the use of illegal employees and/or of ii) non-payment to tax authorities and/or to employees by the client or any supplier of the client.

11.8 Conditions limiting, excluding or determining liability, which may be invoked by third parties against Van Werven may also be invoked by Van Werven against the client.

11.9 Subject to the provisions in article 3 and 8 any claim on compensation in respect of Van Werven shall lapse unless Van Werven has acknowledged liability, by the mere expiry of six months after the client has discovered or reasonably should have discovered the damage.

11.10 In deviation from the provisions in this article the liability provisions, limits and limitation periods in pursuance of Book 8 of the Civil Code and the AVC and, in the event of border-crossing transport the CMR convention, shall apply to contracts of carriage.

11.11 The limitations of the liability included in this article shall not apply if the damage is due to wilfulness or gross negligence of Van Werven or its managerial subordinates.

Article 12 CO 2 rights

12.1 The CO2 saving realized and reported by Van Werven shall be due to Van Werven to the exclusion of any client's rights, unless deviation therefrom has been confirmed in writing by Van Werven to the client.

12.2 Van Werven shall report realized CO2 saving in its annual CO2 reporting. The indicators used have been certified by the independent Energy Research Centre of the Netherlands.

Art. 13. Partial voidness

13.1 If one of the stipulations or part thereof from these general provisions or any part of the underlying agreement should be void or should be voided, this shall otherwise leave intact the contents of the stipulation or stipulations of these general provisions and the underlying agreement shall remain intact.

13.2 If the case as described in the first paragraph should occur, Van Werven and the client shall make a valid arrangement for the void or voided passage, to represent the intention of Van Werven and the client with the underlying void or voided passage as much as possible and agrees therewith as much as possible.

Art. 14 Miscellaneous

14.1 Dutch law shall apply to any disputes. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded explicitly.

14.2 The District Court of Gelderland shall have exclusive jurisdiction to take cognizance of any dispute on the subject.

14.3 These general conditions have been filed with the Chamber of Commerce Oost Nederland.

14.4 The last amended text of these general conditions and also of the AVC shall apply.

AVC = General Transport Conditions