

Komercon B.V.

Keizerstraat 13
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Netherlands
Org. Nr. 77841484

1 General

- 1.1 These general terms and conditions apply to all offers, quotations, services, and agreements of Komercon B.V., hereinafter referred to as "Komercon".
- 1.2 Deviations from these conditions are only binding if and to the extent that they have been confirmed in writing by Komercon.

2 Quotations and Agreements

- 2.1 All quotations from Komercon are without obligation unless expressly stated otherwise.
- 2.2 An agreement is concluded after written confirmation by Komercon or as soon as Komercon has started the execution of the agreement.
- 2.3 Komercon reserves the right to request an advance payment.

3 Prices and Payment

- 3.1 All prices are exclusive of VAT and other government levies unless stated otherwise.
- 3.2 Payment must be made within 14 days of the invoice date unless otherwise agreed in writing.
- 3.3 In the event of late payment, the other party is in default by operation of law and owes interest of 2% per month on the outstanding amount.

4 Performance of Services

- 4.1 Komercon will perform the agreement to the best of its ability and in accordance with the conditions of the agreement.
- 4.2 The client must ensure that all data, which Komercon indicates are necessary or which the other party should reasonably understand are necessary for the execution of the agreement, are provided to Komercon in a timely manner.

5 Consulting Services

- 5.1 These general terms and conditions also apply to all consulting services offered by Komercon to its clients, in addition to the trade in waste materials.
- 5.2 Consulting services include: all advisory and support services provided by Komercon in the areas of waste management, environmental regulations, logistical optimization, and other related fields.
- 5.3 Komercon will perform the consulting services to the best of its ability and in accordance with the conditions of the agreement.
- 5.4 The client must provide all necessary information, data, and cooperation required by Komercon for the execution of the consulting services.
- 5.5 Komercon reserves the right to engage third parties for the execution of specific consulting services, provided this is done in consultation with the client.

- 5.6 Komercon will make every effort to ensure the quality of the consulting services provided and will strive to achieve the agreed results. However, Komercon does not guarantee specific outcomes or results.
- 5.7 Komercon's liability for damages resulting from shortcomings in the execution of consulting services is strictly limited to the invoice amount for the relevant assignment, with a maximum of six (6) months' invoicing. Komercon does not maintain liability insurance, and the client acknowledges and accepts this limitation of liability.
- 5.8 Komercon is not liable for indirect damage, such as consequential damage, lost profits, or business interruption.
- 5.9 Both parties are obliged to maintain the confidentiality of all confidential information they have obtained from each other in the context of the consulting services.
- 5.10 Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.
- 5.11 The agreement for consulting services is entered into for the duration of the assignment unless otherwise agreed.

6 Export and Import Regulations

- 6.1 Both parties undertake to strictly comply with all applicable international and national laws and regulations concerning the trade in and of waste materials. This includes, but is not limited to, the Regulation on the Transboundary Movement of Waste (EVOA), the Basel Convention, and all relevant national regulations of the countries of export, import, and transit.
- 6.2 Komercon will inform the client about the required permits and licenses for the export, import, and transit of waste materials, but the ultimate responsibility for obtaining and maintaining these permits and licenses lies with the client.
- 6.3 The client is responsible for obtaining and maintaining all necessary permits, licenses, and approvals required for the import/export of waste materials into/to the country of destination.
- 6.4 The client must provide all necessary documentation to Komercon in a timely manner. This includes, but is not limited to, permits, licenses, certificates of origin, safety data sheets, and other required documents in accordance with applicable laws and regulations.
- 6.5 The client is responsible for compliance with all customs formalities in the country of destination or origin, including but not limited to, the submission of correct customs declarations, payment of due import duties and taxes, and compliance with all other customs-related obligations.

- 6.6 Komercon will make all reasonable efforts to assist the client in complying with customs formalities, including providing all necessary information and documentation required for the clearance of waste materials.
- 6.7 The client is responsible for all costs and expenses related to customs formalities, including but not limited to, import duties, taxes, levies, and customs handling costs.
- 6.8 The client indemnifies Komercon against all fines, sanctions, and other legal consequences arising from the client's non-compliance with export and import regulations.
- 6.9 In the event of any violation of laws and regulations by the client, Komercon reserves the right to terminate the agreement with immediate effect without any obligation to pay damages.
- 6.10 The client acknowledges that the competent authorities in the country of export, import, or transit can conduct inspections and checks at any time to verify that the export and import of waste materials comply with applicable laws and regulations.
- 6.11 The client will fully cooperate with such inspections and checks and provide all information and documentation required by the competent authorities.
- 6.12 The client is responsible for all costs arising from facilitating inspections and checks by competent authorities, including administrative costs and costs for any necessary adjustments to comply with regulations.

7 Delivery and Risk

- 7.1 Delivery of products and/or services shall take place in accordance with the location and terms specified in the agreement, following the applicable INCOTERMS. The agreed INCOTERMS will determine the point at which risk and responsibility transfer from the supplier to the buyer.
- 7.2 If no INCOTERMS are explicitly agreed upon in the contract, the terms and conditions of Komercon shall prevail, and the risk of loss or damage to the products transfers to the buyer at the moment of delivery to the agreed location.
- 7.3 The supplier guarantees that the products meet the agreed specifications at the point of delivery as defined by the applicable INCOTERMS or, in the absence thereof, as per Komercon's terms and conditions. The supplier shall not be liable for any defects, loss, or damage arising after the transfer of risk to the buyer.
- 7.4 The supplier shall ensure that the products are correctly and safely prepared for collection or shipment in accordance with the agreed terms. The supplier is responsible for the packaging and labeling of the materials up to the point of delivery as determined by the INCOTERMS or Komercon's terms and conditions if no INCOTERMS are specified.

8 Responsibility for Non-Conforming Material

- 8.1 The buyer is responsible for inspecting and verifying that the materials meet the agreed acceptance conditions prior to shipment.

- 8.2 The supplier guarantees that the materials meet the specifications as outlined in the agreement at the point of loading. Beyond this, the supplier assumes no responsibility for the condition of the materials unless defects are proven to have occurred before shipment.
- 8.3 Any claims regarding non-conforming materials must be submitted in writing to the supplier no later than five (5) days after delivery to the buyer's specified location. Claims submitted after this period will not be considered.
- 8.4 If the buyer identifies non-conforming materials, the buyer must provide documented evidence, including inspection reports and photographs, to substantiate the claim.
- 8.5 The supplier's liability, if proven, is limited to the replacement of the non-conforming materials or a refund of the invoice value for the affected materials, at the supplier's discretion.
- 8.6 The supplier is not responsible for indirect or consequential damages, including but not limited to administrative costs, lost profits, or delays caused by non-conforming materials.
- 8.7 The buyer assumes full responsibility for any costs associated with the return, replacement, or disposal of non-conforming materials, unless the supplier has explicitly agreed in writing to cover such costs.
- 8.8 The buyer shall conduct all necessary inspections at the supplier's location or before shipment to minimize disputes regarding material quality.

- 8.9 The supplier reserves the right to reject any claims of non-conforming materials if the buyer fails to inspect the materials prior to shipment or fails to provide adequate evidence of the issue.

9 Retention of Title

- 9.1 All goods delivered by Komercon remain the property of Komercon until the client has fully met all obligations arising from the agreement(s) concluded with Komercon.
- 9.2 Goods delivered by Komercon, which fall under retention of title pursuant to 6.1, may not be resold and may never be used as a means of payment.

10 Liability

- 10.1 Komercon is only liable for direct damage that is the direct result of intentional or gross negligence by Komercon.
- 10.2 Komercon's liability is strictly limited to the value of the goods or services directly associated with the specific transaction in question. Under no circumstances shall Komercon's liability exceed this amount.
- 10.3 Komercon is not liable for indirect or consequential damage, including but not limited to lost profits, missed savings, delays, or any other damages arising from the use, transport, or processing of the goods.
- 10.4 The buyer acknowledges that Komercon does not maintain liability insurance for the transactions covered by these terms and conditions, and the buyer assumes all risks beyond the specific liabilities expressly outlined in this clause.

11 Complaints and Disputes

- 11.1 Complaints about the execution of the agreement must be reported in writing to Komercon within five working days after discovery.
- 11.2 All agreements are exclusively governed by Dutch law. Disputes will be submitted to the competent court in Breda, unless mandatory law stipulates otherwise.
- 11.3 The original Dutch version of Komercon's terms and conditions takes precedence over the translated English version. In case of legal matters, only the Dutch version is considered valid.

12 Force Majeure

- 12.1 Komercon is not obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault, nor under the law, a legal act, or generally accepted practice.
- 12.2 Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, over which Komercon has no control but which prevent Komercon from fulfilling its obligations.

13 Confidentiality and Customer/Supplier Protection

- 13.1 The parties involved are obliged to maintain the confidentiality of all confidential information obtained from each other in the context of their agreement.

13.2 Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.

13.3 The client is strictly prohibited from directly approaching Komercon's customers or suppliers without prior written approval from Komercon.

13.4 Any breach of this clause, including unauthorized contact with Komercon's customers or suppliers, will be considered a material violation of this agreement. In such cases, Komercon reserves the right to claim damages, including but not limited to lost business opportunities, reputational harm, and administrative costs incurred as a result of the breach.

13.5 This confidentiality and protection clause shall remain in effect for a period of two (2) years after the termination or expiration of the agreement.

14 Final Provisions

14.1 Changes to these general terms and conditions are only valid if they are recorded in writing and signed by both parties.

14.2 If any provision of these terms and conditions is found to be void, this does not affect the validity of the remaining provisions.

14.3 These terms and conditions are filed with the Chamber of Commerce and can be consulted on Komercon's website.