

## CellMark Netherlands BV - standard delivery and payment terms and conditions

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### 1. General

**1.1** These "standard delivery and payment terms and conditions" are drawn up by CellMark Netherlands BV based in Roosendaal, The Netherlands. These conditions are applicable to agreements concluded by CellMark Netherlands BV (hereafter called "CellMark") with customers regarding the delivery of (waste) paper and (waste) cardboard by CellMark to the customer and/or to the final processor of "the customer". These "standard delivery and payment terms and conditions" are applicable to each and every agreement concluded by CellMark and "the customer".

**1.2** Where these "standard delivery and payment terms and conditions" require a written notice or declaration it suffices to send an email provided that the receiver confirms the receipt of the email.

### 2. Offers

**2.1** Offers made by CellMark to the customers are valid for seven days after the date of the offer. After seven days CellMark Recycling can revoke the offer, even after final acceptance of the customer after the seven days.

**2.2** Offers made are not valid or binding anymore after seven days after the date of issuing the offer, unless CellMark and the customer come to a written agreement as per below.

### 3. Agreement

**3.1** An agreement is concluded through the acceptance of the relevant offer established in writing. An agreement confirmed by the Customer is deemed to correctly and completely represent the agreement and must contain a description of the quantity, composition and the time and manner of delivery of the goods to be delivered and/or the services to be supplied.

**3.2** If offer and acceptance refer to different general terms and conditions then the second reference shall remain without effect if this does not also expressly include the rejection of the applicability of the general terms and conditions included in the first reference. As long as agreement about the applicable general terms and conditions is out of the question an agreement has not been concluded.

**3.3** Written and/or oral arrangements potentially agreed on later and/or changes between CellMark and the Customer only have binding effect if they were confirmed by CellMark in writing.

**3.4** The invoice is qualified as the order confirmation for deliveries and/or activities for which neither an offer nor an order confirmation is sent.

**3.5** In case of an Agreement with payment terms "LC", the Customer will open the draft LC within 4 working days. After the two parties confirmed draft LC, the Buyer will issue an official LC within 3 working days. If these time frames for opening the LC are not being met, the Agreement is no longer valid anymore.

### 4. Sales prices and obligations

**4.1** After signing the Agreement by both Cellmark as well as "The Customer", the unit price is secured and both parties have obligation to comply.

**4.2** Costs that derive from cancellation by the Customer or additions to and/or changes of the contract are at the expense of the Customer. In case of cancellation by the Customer, the Customer is held to compensate CellMark for the consequently incurred damages. The same applies to changes of the contract that result in a reduction of the goods to be delivered in cases CellMark is not at fault.

### 5. Delivery and delivery periods

**5.1** The delivery is deemed to have taken place as soon as:  
 a. the goods were picked up by or on behalf of the Customer, after signature of the consignment note;  
 b. in case of shipment carriage paid, the goods were delivered at the location specified in the consignment note, after signature of the consignment note

**5.2** A stipulated delivery period or delivery date is not a fatal deadline / date. Overstepping the delivery period / date does not entitle the Customer to receive compensation.

**5.3** In case of overstepping a delivery period / date CellMark is held to indicate a new reasonable time of delivery. If the aforementioned time of delivery is exceeded and CellMark and Customer can't agree on a new delivery period, the Customer is entitled to dissolve the remaining part of the agreement.

**5.4** If a clear delivery period has not been stipulated for the delivery then after the expiry of one month after the conclusion of the agreement, CellMark and the Customer need to come to a new delivery period in writing, otherwise the Agreement is being cancelled.

**5.5** In case of disputes about the delivered quantity of goods the weighing details, weighbridge tickets of the Customer need to be provided and checked with the weighbridge tickets of the Supplier. Weight Discrepancies below 2% are being accepted by the Customer.

**5.6** Over- or under delivery of minimum 5% is allowed by the Customer.

### 6. Quality requirements of the goods to be delivered

**6.1** The delivered goods must comply with clear quality description in the agreement between CellMark and the Customer.

**6.2** The delivered goods do not comply with the agreement if they differ from the arrangements agreed on by CellMark and the Customer in terms of composition, moisture content, quantity or packing

**6.3** The standard for the wastepaper grade and the quality of the wastepaper offered by CellMark is based on the country of origin of the wastepaper. Wastepaper from Europe will follow the EN643 "European List of Standard Grades of Recovered paper and Board". At the same time the quality expectation of the Customer as described in the Agreement between CellMark and the Customer should always be based on the EN643 when material is coming from Europe.

**6.4** The moisture of the Wastepaper may not exceed average 12% over a delivery or full shipment. To check the average moisture content of a delivery, bales need to be checked randomly on 4 sides of the bale with adequate moisture measurement equipment.

**6.5** Packing of Wastepaper shall be standard in bale form, unless agreed differently. Any maximum or minimum bale size or weight, needs to be specified by the Customer in the Agreement. If no requirement of the bale size or weight is being specified in the Agreement, any bale size or weight cannot result in a discrepancy of the Agreement or result in a claim.  
 Bales need to have standard wires with high density.

### 7. Complaints, liability, and indemnification

**7.1** Complaints for deliveries with trucks must be communicated to CellMark within 24 hours after delivery of the goods in writing after which CellMark is given the opportunity to inspect and/or have inspected the goods. In case of Container delivery, CellMark needs to be notified about any quality or any other issue within 25 days after the ETA. A full claim report needs to be provided within 30 days after ETA.

**7.2** Any claim report needs to contain the required information as drawn up in the "Claim Procedure" of CellMark, available on request.

**7.3** Defects of a part of the delivered goods do not entitle the rejection of the whole shipment.

**7.4** The submission of a complaint does not release the Customer from its payment obligations to CellMark.

**7.5** Return shipment of delivered goods can only take place after express approval of CellMark  
 Approval of the return shipment does not imply that CellMark accepts liability. The costs of the return shipment are at the expense of the Customer unless CellMark communicates in writing that CellMark accepts liability.

**7.6** The right to compensation of the Customer is limited to direct damages only, incurred by CellMark. CellMark will not be liable for indirect damages which are part of "the nature of our industry"

### 8. Non-imputable shortcoming (force majeure)

**8.1** Shortcomings of CellMark in the implementation of the agreement cannot be blamed on the same if and to the extent that they cannot be attributed to its culpability and should neither be at its expense by law, the content of the agreement or the generally accepted practice.

**8.2** Force majeure is, in any case, understood as war, mobilization, riots, flooding, stagnation in and/or restriction or discontinuation of the supplies of public utilities, lack of fuel or other resources for power generation, fire, machinery breakdown and other accidents that disrupt the normal business operations and delay the delivery of goods because of circumstances beyond the control of the parties.

**8.3** If an instance of force majeure occurs then CellMark is entitled to move the delivery date by a reasonable period or to dissolve the agreement, without being liable to pay compensation. If the force majeure gives cause to dissolution or increased costs then CellMark is entitled to compensation for the costs that it has already incurred in connection with the agreement with the Customer.

### 9. Payment

**9.1** Payment must take place within the payment term agreed upon in the Agreement starting from the date of invoice.

**9.2** CellMark is entitled to charge a late payment surcharge of 2% when payments are 14 days overdue

**9.3** In case of overdue payments of 14 days or more, CellMark is entitled to cancel all existing orders per immediate. Cancellation will be done in writing.

### 10. Reservation of title

**10.1** The ownership right with regard to delivered goods is reserved by CellMark as long as the Customer hasn't paid the delivered goods yet or not in full.

**10.2** CellMark is entitled to claim back the goods as intended in article 10.1 and to take possession of the same.

**10.3** In case of resale to third party by the Customer of goods that were delivered by CellMark that were not paid or not in full, CellMark is still entitled to claim back the goods delivered and take possession of the same.

### 11. Dissolution

**11.1** Without prejudice to its additional rights CellMark is authorized to, without judicial intervention and without notice of default, dissolve the agreement if the Customer does not comply with its obligations stated in the concluded agreement, filed a request for suspension of payment or was granted suspension of payment, was declared bankrupt or filed a corresponding application or an attachment is imposed on (a part of) its assets.

### 12. Disputes and applicable law

**12.1** Dutch law is applicable to each and every offer, order, order confirmation, agreement, and legal act that derives from the above as also to potential changes of and additions to the agreement. The Dutch court is competent to take cognizance of disputes deriving from the same. If the district court has subject matter jurisdiction in the first instance then these disputes are exclusively brought to the cognizance of the district court in the district where the user holds its registered office. The provisions of the Vienna Sales Convention are not applicable.

**12.2** If the dispute (also) derives from the translation of these "standard delivery and payment terms and conditions" then the text of the Dutch version shall be binding.

**12.3** Without prejudice to the provisions set forth in article 7 any and all legal claims vis-à-vis CellMark, including claims for compensation and compliance, expire after one year has lapsed since the occurrence of the relevant claim or entitlement.