

## CellMark Netherlands BV - standard terms and conditions for the supply of products and services

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### 1. General

**1.1** These "standard terms and conditions for the supply of product and services" 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 suppliers regarding the delivery of (waste) paper and (waste) cardboard by the supplier to CellMark and/or to the final processor of CellMark. These "standard terms and conditions for the supply of product and services" are applicable to each and every agreement concluded by CellMark and 'the supplier'.  
**1.2** Where these "standard terms and conditions for the supply of product and services" 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 suppliers are valid for 48 hours after the moment of the offer. After 48 hours CellMark Recycling can revoke the offer, even after final acceptance of the supplier after the 48 hours.  
**2.2** Offers made are not valid or binding anymore after 48 hours after the date of issuing the offer, unless CellMark and the supplier 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 Supplier 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 Supplier only have binding effect if they were confirmed by CellMark in writing.

### 4. Purchase prices and obligations

**4.1** After signing the Agreement by both Cellmark as well as 'The Supplier', the unit price is secured and both parties have obligation to comply.  
**4.2** Costs that derive from cancellation by the Supplier or additions to and/or changes of the contract are at the expense of the Supplier. In case of cancellation by the Supplier, the Supplier 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 of goods and transfer of risk

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

**5.2** A stipulated loading period or loading date is not a fatal deadline / date. Overstepping the loading period / date does not entitle the Supplier to receive compensation.  
**5.3** In case of overstepping a loading period / date CellMark is held to indicate a new reasonable time of loading. If the aforementioned time of loading is exceeded and CellMark and Supplier can't agree on a new loading period, the Supplier is entitled to dissolve the remaining part of the agreement.  
**5.4** If a clear loading period has not been stipulated for the loading then after the expiry of one month after the conclusion of the agreement, CellMark and the Supplier need to come to a new loading period in writing, otherwise the Agreement is being cancelled.  
**5.5** In case of disputes about the loaded quantity of goods the weighing details, weighbridge tickets of the Supplier need to be provided and checked with the weighbridge tickets of the Customer. Weight Discrepancies below 2% are being accepted by the Supplier.  
**5.6** Over- or under delivery of minimum 5% is allowed by the Supplier.

### 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 Supplier.  
**6.2** The delivered goods do not comply with the agreement if they differ from the arrangements agreed on by CellMark and the Supplier in terms of composition, moisture content, quantity or packing  
**6.3** The standard for the wastepaper grade and the quality of the wastepaper is based on the EN643 "European List of Standard Grades of Recovered paper and Board". The quality loaded by the Supplier as described in the Agreement between CellMark and the Supplier should always match the EN643 standard.  
**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 will be checked randomly on 4 sides of the bale with adequate moisture measurement equipment by Supplier, CellMark or third party inspectors.  
**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 Supplier in the Agreement. Bales needs to have standard wires with high density.

### 7. Complaints, liability, and indemnification

**7.1** Complaints for deliveries with trucks will be communicated to the Supplier within 24 hours after delivery of the goods in writing after which the Supplier is given the opportunity to inspect and/or have inspected the goods. In case of Container delivery, Suppliers will be notified about any quality or any other issue within 30 days after the ETA. A full claim report will be provided within 40 days after ETA.  
**7.2** Any claim report will contain the required information as drawn up in the "Claim Procedure" of CellMark, available on request.  
**7.4** The submission of a complaint does not release the Supplier from its pending obligations to CellMark.  
**7.5** Forced return shipment of delivered goods because of heavy quality issues will take place after communication in writing between CellMark and the Supplier. CellMark is not liable for forced return shipments. The costs of the return shipment are at the expense of the Supplier unless CellMark communicates in writing that CellMark accepts liability.  
**7.6** In case of quality issues, the Supplier is liable for direct and indirect damages and costs caused to CellMark or any processor of CellMark.

### 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 loading 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 loading 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 Supplier.

### 9. Payment and delivery

**9.1** Payment will take place within the payment term agreed upon in the Agreement starting from the date of invoice.  
**9.2** In no instance whatsoever does CellMark need to pay if the stipulated goods were not received at the stipulated location and at the stipulated time.

### 10. Disputes and applicable law

**10.1** 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.  
**10.2** If the dispute (also) derives from the translation of these "standard terms and conditions for the supply of product and services" then the text of the Dutch version shall be binding.