

General Terms and Conditions of Milgro B.V.

Clause 1: General

1. These General Terms and Conditions apply to all quotations, offers and agreements between the private company with limited liability Milgro B.V., having its registered office in Rotterdam and its place of business at Pittsburghstraat number 31 in (3047 BL) Rotterdam, registered with the Trade Register of the Chamber of Commerce under number 11044023, hereinafter referred to as "**Milgro**", and the natural person or legal entity that enters into an agreement with Milgro or has received a quotation and/or an offer for this purpose, hereinafter referred to as "**Client**" (collectively referred to as "**Parties**") and to the extent that these terms and conditions have not been expressly deviated from in writing in the quotation, offer or agreement.
2. The present terms and conditions also apply to the services of third parties (hereinafter "**Subcontractors**") engaged by Milgro in the performance of the agreement.
3. The applicability of any general terms and conditions or general purchase conditions of the Client is explicitly excluded.
4. If one or more provisions of these terms and conditions should at any time prove to be invalid or be nullified, the remaining provisions will remain in full force and effect. In that case, the Parties will jointly and mutually formulate a substitute provision, which has the same purport as the void or nullified provision.
5. If there is any ambiguity regarding the interpretation of one or more provisions of these terms and conditions, interpretation should always be made according to the spirit of the provisions.
6. If a situation arises between the Parties that is not provided for in these terms and conditions, the situation should be judged by the spirit of the provisions.
7. If Milgro does not consistently require strict compliance with these terms and conditions by the Client, this does not mean that the provisions do not apply or that Milgro loses in any way the right to still require compliance with these provisions at any time.
8. No rights can ever be derived from verbal commitments, offers or agreements unless they have been confirmed and approved in writing by Milgro. Milgro is not required to provide cooperation to verbal commitments, offers or agreements to the extent that they have not been confirmed and approved in writing.

Clause 2: Quotations and offers

1. Quotations issued by Milgro are valid for one month from the date of the quotation, unless a different period is specified in the quotation. If Milgro does not receive confirmation from the Client within one month, or the period specified in the quotation, Milgro has the right to consider the quotation as rejected and refuse any further acceptance.
2. Milgro cannot be held to quotations and offers, when the Client understands or reasonably should have understood, that the quotation or offer, or any part thereof, contains an obvious mistake or writing error.
3. The amounts stated in the quotation or offer are exclusive of VAT and other government levies, as well as exclusive of costs to be incurred for the performance of the agreement, including but not limited to expenses for travel, accommodation, meals and administration, unless explicitly stated otherwise.
4. If acceptance deviates from the offer, whether or not on minor points, Milgro is not bound by the deviations. In that case, the agreement will not be formed in accordance with such deviating acceptance, unless Milgro has expressly stated otherwise in writing.
5. A composite quotation does not oblige Milgro to perform any part of the assignment for a corresponding part of the quoted price.
6. The contents of offers and quotations do not automatically apply to future orders.

Clause 3: Duration of the agreement: terms of performance, passage of risk, performance and modification of the agreement; price increase

1. The agreement between Milgro and the Client is entered into for a definite period of time, unless expressly stated otherwise. The term of the agreement is explicitly stated in the agreement. Unless otherwise stated in the agreement, the agreement is always tacitly renewed for a period of one year.
2. If a term is agreed upon for the performance of a service, it is never a strict deadline. If Milgro exceeds the agreed term, the Client must give Milgro written notice of default and allow Milgro a reasonable period to still fulfill its obligations.
3. Milgro will be able to perform the agreement to the best of its knowledge and ability, in accordance with the standards of good workmanship.
4. Unless expressly agreed otherwise in writing, Milgro has an obligation to use best endeavours and not an obligation to achieve a specific result.
5. When goods are delivered to the Client by order of Milgro, the Client is obliged to take delivery of these goods when they are made available to the Client. If the Client fails to take delivery of the goods or fails to give proper instructions for the delivery of the goods to be delivered, the goods to be delivered will be transported and stored at the expense and risk of the Client at a location to be determined by Milgro. The risk of loss, damage and depreciation in the present case will pass to the Client when the goods are made available to the Client.
6. Milgro is authorised to perform the agreement in stages and to invoice each stage separately.
7. If Milgro chooses to perform the agreement in stages, Milgro will have the right to suspend performance of a subsequent stage until the Client has approved the work belonging to the previous stage in writing and this approval has reached Milgro.
8. The Client provides Milgro with all data, which it knows or reasonably should have known, are necessary for the performance of the agreement. Milgro will never be liable for loss caused because it has used incomplete and/or incorrect information, or because it has not received the data from the Client in a timely manner. If Milgro considers data necessary and has communicated this to the Client, Milgro is authorised to suspend the performance of the agreement until the necessary data have reached Milgro.
9. If, for a proper performance of the agreement, it becomes apparent that the agreement needs to be amended or supplemented in the interim, Milgro and the Client will draw up an amendment and/or supplement in mutual consultation. Both Parties must then agree to this amendment and/or supplement in writing. Neither Party has the right to unilaterally amend the agreement.
10. If an amendment and/or supplement as referred to in the previous paragraph is entered into and this amendment and/or supplement relates to the nature, scope or content of the agreement and as a result a qualitative and/or quantitative change takes place, this may have consequences for what was originally agreed. As a result of the change, the originally agreed term and/or the originally agreed price may be changed. The Client accepts the possibility of a change, including a change in price and delivery date.
11. If the agreement is amended or supplemented, Milgro will be obliged to implement it only after it has been approved by an authorised officer within Milgro and the Client has expressly agreed to the amendment or supplement. Failure to implement amendments or supplements immediately does not constitute default on the part of Milgro.
12. Without thereby being in default, Milgro is authorised to refuse a request to amend or supplement, if the amendment or supplement has or may have consequences from a qualitative and/or quantitative point of view.
13. If the Client is in default with regard to the obligations vested in the Client under the agreement, the Client will be liable for all losses, in both the direct and indirect sense, as well as for consequential loss incurred on the part of Milgro as a result of the failure to perform properly.
14. The Client is not entitled to transfer all or part of the rights and obligations arising from the agreement or to assign or pledge claims against Milgro, unless Milgro has given its express written consent.

Clause 4: Deployment of Subcontractors

1. Milgro is authorised to engage Subcontractors for the performance of the agreement. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is hereby excluded.
2. When selecting Subcontractors, Milgro will initially attempt to continue the services of the service providers already engaged by the Client at that time, to the extent that contractual provisions do not prevent this. However, Milgro is not obliged to continue the deployment of existing service providers.
3. The Client will be informed by Milgro of the identity of the Subcontractor, as well as the nature of the work the Subcontractor will perform at the Client's premises.
4. The Client has the right to reject a Subcontractor if it has compelling reasons to do so. The Client will inform Milgro of these reasons in writing and without delay, but no later than two business days, being weekdays Monday through Friday from 8:30 a.m. to 5:00 p.m., with the exception of public holidays recognised in the Netherlands (hereinafter referred to as "**Business Days**") after receiving notice from Milgro. Milgro must send a written response to the Client within a period of ten Business Days.
5. If the Client has complaints about a Subcontractor or its services, the Client will notify Milgro within a period of five Business Days after the complaint arises. Milgro is obliged to consider the complaint and respond to it within a period of five Business Days. The Client will not contact the Subcontractor directly about the complaint.
6. If a Subcontractor performs work on the Client's premises, the Subcontractor is required to comply with the rules and regulations that the Client has declared applicable to its premises.
7. At Milgro's or the Subcontractor's first request, the Client will provide all support necessary or desired in the context of the work. The Client will do so to the best of its knowledge and ability. If the necessary or desired support requires the deployment of goods, as referred to in Article 3:2 of the Dutch Civil Code, the Client will make these available immediately and free of charge upon first request.
8. If Milgro deploys another Subcontractor due to a request to do so by the Client, the Client's right to any guarantee with respect to the achievement of the goals formulated in the agreement will lapse. If the goals stated in the agreement are not achieved because another Subcontractor has been deployed, the Parties will act as if the goal had been achieved.
9. The Client is not permitted to use service providers of its own accord for work that the Client has outsourced to Milgro.
10. Subcontractors are responsible at all times for providing and, if required on the Client's premises, using or wearing safety equipment, including but not limited to protective clothing, an approved helmet and safety shoes. The Client will notify Milgro if Subcontractors are required to use safety equipment.

Clause 5: Suspension, dissolution and early termination of the agreement

1. Milgro is authorised to suspend the performance of its obligations if:
 - a) the Client does not, not fully or not timely perform its obligations under the agreement;
 - b) after the conclusion of the agreement, Milgro becomes aware of circumstances that give good reason to fear that the Client will not perform its obligations, in accordance with Article 6:263 of the Dutch Civil Code;
 - c) upon concluding the agreement the Client has been requested to provide security for the performance of its obligations under the agreement and this security has not been provided or is insufficient.
2. If, due to delay on the Client's part, Milgro can no longer be required to perform the agreement according to the originally agreed conditions, Milgro will be entitled to dissolve the agreement.
3. Furthermore, Milgro is authorised to dissolve the agreement if circumstances arise of such a nature that performance of the agreement is impossible or if such other circumstances arise that Milgro cannot reasonably be required to uphold the agreement unchanged.

4. If the agreement is dissolved, any claims of Milgro against the Client will be immediately due and payable. If Milgro suspends performance of its obligations, it will retain its claims arising from the law and the agreement.
5. If Milgro proceeds to suspension or dissolution, it will not be obliged in any way to compensate for losses and costs incurred on the part of the Client as a result of the performance, suspension or dissolution of the agreement.
6. If Milgro suspends or dissolves the agreement on grounds attributable to the Client, the Client will be obliged to compensate all losses, in both the direct and indirect sense, as well as to reimburse the costs incurred on the part of Milgro as a result of the suspension or dissolution, including but not limited to the costs of judicial and extrajudicial actions and legal assistance.
7. If the Client fails to perform its obligations under the agreement and this failure justifies dissolution, Milgro will be entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any damages or indemnification, while the Client will in fact be obliged to pay damages or indemnification for breach of contract.
8. If the agreement is terminated early by Milgro, then in consultation with the Client Milgro will ensure that the work still to be performed is transferred to third parties, unless the termination is attributable to the Client. If the transfer of the work involves additional costs for Milgro, these will be charged to the Client. The Client is obliged to pay these costs within the stipulated period, unless Milgro indicates otherwise.
9. In case of liquidation, suspension of payments or bankruptcy or the application thereof, attachment – if and to the extent that the attachment has not been lifted within three months – at the expense of the Client, debt restructuring or any other circumstance as a result of which the Client can no longer dispose freely of its assets, Milgro will be free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or indemnification. In that case, the claims of Milgro against the Client will be immediately due and payable.
10. If the Client cancels a placed order in whole or in part, the goods ordered or prepared for that purpose, plus any costs of supply, transport and delivery thereof and the hours of labor reserved for the execution of the order by both Milgro and the Subcontractors, will be charged in full to the Client.

Clause 6: Force majeure

1. Milgro is not obliged to perform any obligation towards the Client if it is hindered to do so as a result of a circumstance that is not due to fault, and which is not attributable to it by virtue of the law, a legal act or generally accepted practice.
2. In these general terms and conditions, force majeure means, in addition to what is understood by it in the law and case law, all external causes, foreseen or unforeseen, on which Milgro cannot exert influence, but which prevent Milgro from performing its obligations, including strikes in the company of Milgro, of Subcontractors or of other third parties involved in the performance of the agreement in any way. Milgro also has the right to invoke force majeure if the circumstance that prevents performance or further performance of the agreement occurs after Milgro should have performed the obligation.
3. Milgro may suspend the obligations under the agreement for the period that the force majeure continues. If this period lasts longer than two calendar months, then either Party is entitled to dissolve the agreement, without any obligation to compensate the other Party for loss.
4. If and to the extent that Milgro has already partially performed or will be able to perform its obligations under the agreement when force majeure occurs, and independent value can be attributed to the part performed or to be performed respectively, Milgro will be entitled to separately invoice the part already performed or to be performed respectively. The Client is obliged to pay this invoice as if it were a separate agreement.

Clause 7: Payment and collection costs

1. Unless otherwise agreed upon, payment must be made within thirty days of the invoice date in a manner to be indicated by Milgro, in the currency invoiced, unless otherwise indicated in writing by Milgro. Milgro is entitled to invoice periodically.
2. If the Client fails to pay an invoice in due time, the Client will be in default by operation of law in accordance with Article 6:83 of the Dutch Civil Code. The Client will then owe interest of one percent per month, with part of a month counting as a whole month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate is due. Interest on the amount due and payable will be calculated from the time the Client is in default until payment of the amount due in full.
3. Milgro has the right to apply payments made by the Client firstly to reduce the extrajudicial or other costs, then to reduce the interest falling due and finally to reduce the principal sum and current interest.
4. Without thereby being in default, Milgro may refuse an offer of payment if the Client designates a different sequence for the allocation of payment. Milgro may refuse full payment of the principal sum if such payment does not include accrued and current interest and collection costs.
5. The Client is never entitled to set off the amount owed by it to Milgro.
6. Any objections to the amount of an invoice do not suspend the payment obligation. If the Client is not entitled to invoke Articles 231 up to and including 247 of Book 6 of the Dutch Civil Code, it is also not entitled to suspend payment of an invoice for any other reason.
7. If the Client is found to be in default or negligent in the performance or timely performance of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to the Extrajudicial Collection Costs Decree (*Besluit berekening buitengerechtelijke incassokosten*). However, if Milgro has incurred higher costs for collection purposes that were reasonably necessary, the actual costs incurred are eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client will also owe interest on the collection costs due.
8. If the Client receives a fee for its waste materials, this fee will be deducted from the costs charged. If the fee exceeds the costs, Milgro will transfer the fee after deducting costs to a bank account designated by the Client within forty-five days.
9. The Client is not permitted to make cash payments. Milgro is authorised to refuse them. Refused cash payment does not suspend the Client's payment obligation.

Clause 8: Purchase and/or rental of movable property

1. If goods need to be purchased or rented for the performance of the agreement, Milgro will provide the Client with a quotation for this. Milgro will submit the price inquiry to one or more of its group or subsidiary companies. Milgro is not required to make a price inquiry with other parties.
2. Neither Milgro, nor one or more of its group or subsidiary companies, is required to perform any act with respect to goods not purchased or rented from Milgro or the relevant group or subsidiary company, except for those acts arising from the agreement.
3. In all cases in which movable property is purchased or rented, a separate purchase or rental agreement will be entered into between the Client and Milgro or one or more of its group or subsidiary companies.

Clause 9: Inspection and complaints, limitation period

1. The Client is obliged to inspect the delivered goods (or have them inspected) immediately after the goods have been made available to the Client or the work in question has been carried out respectively. In doing so, the Client should examine whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements that the Parties have agreed in this respect. Any visible defects must be reported to Milgro within one Business Day after delivery of the service. Any non-visible defects must be reported in writing to Milgro immediately, but in any event no later than five Business Days after their

discovery. The report must contain as detailed a description of the defect as possible, so that Milgro is able to respond adequately. The Client must give Milgro the opportunity to investigate a complaint or have it investigated.

2. If the Client complains in a timely manner, this does not suspend its payment obligation. In that case, the Client also continues to be required to purchase and pay for the other services ordered.
3. If a defect in the service is reported to Milgro later than specified in paragraph 1, the costs of repair will be borne by the Client.
4. If it is established that a service is defective and a timely complaint has been submitted in this regard, Milgro will repair the defective service within a reasonable period after receipt of the notification or ensure that the ordered service is still performed.
5. If it is established that a complaint is unfounded, the resulting costs, including investigation costs on the part of Milgro, will be borne in full by the Client.
6. Milgro will not charge for the handling of justified complaints.
7. Notwithstanding the statutory limitation periods, the limitation period of all claims and defenses against Milgro and the Subcontractors is one year.

Clause 10: Liability

1. If Milgro should be liable in any way, this liability is limited to what is regulated in this provision.
2. Milgro is not liable for loss, of any nature whatsoever, incurred due to Milgro having relied on incorrect and/or incomplete data provided by or on behalf of the Client.
3. If Milgro should be liable for any loss, Milgro's liability will be limited to the amount paid out by Milgro's insurer.
4. Milgro is only liable for direct loss.
5. Direct loss is understood to mean exclusively the reasonable costs incurred to determine the cause and extent of the loss, to the extent that the determination relates to loss within the meaning of these terms and conditions, any reasonable costs incurred to make Milgro's defective performance comply with the agreement, if and to the extent that these can be attributed to Milgro, and reasonable costs incurred to prevent or limit loss, to the extent that the Client demonstrates that these costs have resulted in limiting direct loss as referred to in these general terms and conditions.
6. Milgro is never liable for indirect loss, including consequential loss, lost profits, loss due to business stagnation, environmental damage, goodwill or missed business opportunities.
7. The limitations of liability included in this clause do not apply if the loss is due to intent or gross negligence on the part of Milgro or its executive subordinates, or the Subcontractors.

Clause 11: Ownership of waste materials

1. When the Client deposits waste materials in a waste collection module intended for the waste material in question and operated by Milgro (hereinafter "**Collection Module**"), the ownership of the waste materials will pass to Milgro.
2. The Client is not permitted to have the contents of the Collection Modules transported, processed, or treated by parties other than Milgro and its Subcontractors without Milgro's prior written consent.
3. The Client is obliged to take care of the Collection Modules as a "good housekeeper" and to keep them in good condition or have them kept in good condition until they are collected by Milgro.

Clause 12: Indemnification

1. The Client indemnifies Milgro for any claims by third parties who suffer loss in connection with the performance of the agreement and the cause of which is attributable to others than Milgro or the Subcontractors.
2. If Milgro should be held liable by third parties on that account, the Client is obliged to assist Milgro both in and out of court and to immediately do everything that may be expected of the Client in that case. Should

the Client fail to take adequate measures, Milgro will be entitled to do so itself without notice of default being required. All costs and losses incurred on the part of Milgro and third parties as a result thereof will be entirely at the expense and risk of the Client.

Clause 13: Intellectual property rights

1. All intellectual property rights with respect to the Collection Modules and associated methodologies and systems provided by Milgro, including but not limited to copyright and database rights, will accrue to Milgro.
2. The Client is not permitted to remove or alter any designation of trademarks, trade name or other rights from or of the Collection Modules or materials of Milgro.
3. If the performance of the agreement requires the use of any intellectual property right of third parties, this right will revert to the respective entitled party.
4. If the intellectual property right of Milgro is infringed, the Client will forfeit a penalty of EUR 35,000 (in words: thirty-five thousand euros) per event, as well as a penalty of EUR 2,000 (in words: two thousand euros) per day that the event continues. The penalty is immediately due and payable and does not limit Milgro's right to compensation or indemnification for loss suffered as a result of such infringement.

Clause 14: Personal data

1. Personal data of the Client and persons associated with the Client are processed by Milgro only to the extent required for the proper performance of the assignment and to comply with statutory obligations. For more information: <https://www.milgro.eu/hubfs/pdf-downloads/privacy-verklaring-milgro.pdf?hsLang=nl>.

Clause 15: Applicable law and competent court

1. These terms and conditions are exclusively governed by Dutch law, even if the agreement is performed in whole or in part outside the Netherlands. The applicability of the Vienna Sales Convention is excluded.
2. Should the Parties become involved in a dispute and fail to reach a solution by mutual agreement, then each of the Parties is entitled to have the dispute settled by the competent court in Rotterdam.
3. In case of translation of these general terms and conditions, the Dutch version will always prevail for its interpretation.

Clause 16: Location and amendment of the terms and conditions

1. These general terms and conditions are filed with the Rotterdam Chamber of Commerce under number 11044023.
2. Milgro is authorised to amend, shorten and/or supplement these general terms and conditions, whether or not in the interim, and always at its own discretion.
3. The last filed version will always apply. Milgro will try to inform the Client about this, but is never obliged to do so. The Client is obliged to regularly ensure that it is aware of the contents of the latest version of these general terms and conditions.
4. If the Client does not agree to the amended terms and conditions, both Parties will consult in order to resolve the Client's objection. If this proves impossible, the agreement is deemed to have been terminated with three months' notice, starting from the day on which the negotiations broke down. Milgro will inform the Client hereof in writing.

Rotterdam, [] October 2022

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