



SWORN TRANSLATION FROM THE DUTCH LANGUAGE

General conditions of purchase and sale of the private companies with limited liability:

Krommenhoek Metals B.V., established in 3044 AV Rotterdam at De Linschotenstraat 21 and entered in the Commercial Register under number 50029614.

Elcinco Metalen B.V., established in 2291PJ Wateringen at Maasdijkseweg 138 and entered in the Commercial Register under number 85589934.

Oval Balloon B.V., established in 3044CD Rotterdam at Keenstraat 26 and entered in the Commercial Register under number 58455086. **Whale**

Recycling B.V., established in 3044AV Rotterdam at Linschotenstraat 33 and entered in the Commercial Register under number 89575199.

I. General provisions

Art. 1. Definitions

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

Offer: proposal, offer or quotation for the execution of a Performance;

Delivery: the finalization or delivery or completion of a Performance or part thereof, for instance by transferring possession of the good or making available the service rendered, whether or not to a designated third party;

Contracting Party: any (legal) person who enters into an Agreement with the User or who offers a quotation to the User or to whom the User offers a quotation or with whom the User has a legal relationship or in respect of whom the User performs any (legal) act; **User:** Krommenhoek Metals B.V., Elcinco Metalen B.V., Oval Balloon B.V. or Whale Recycling B.V.

Parties: User and Contracting Party jointly;

Performance: the performance offered by the Contracting Party or the User and/or the performance executed or to be executed on the basis of the Agreement, such as selling, buying, processing, recycling, delivering, letting, making available and/or lending goods - whether or not required for the performance to be executed; placing, connecting and commissioning (a composition of) goods; the performance of services or operations (also in the field of waste collection and waste processing) and payment of the price agreed.

Agreement: every agreement that is brought about between the User and the Contracting Party, including any amendment and/or addition thereto.

Art. 2. Applicability of the general conditions

2.1. These conditions apply to all Offers and Agreements of and between the Parties, to all work, Deliveries and Performances of and by the Parties, to all further Agreements that follow from the Agreement, and also to all (other) legal relations and legal acts between the Parties, also including the pre-contractual and executive phases;

2.2. Applicability of general conditions, by any name whatsoever, of the Contracting Party is explicitly rejected.

2.3. If a contract has been concluded once with the Contracting Party on the basis of these general conditions, these general conditions will also apply to all later Agreements between the Parties, unless agreed otherwise.

2.4. In the event that the Parties have concluded a framework agreement, these general conditions will apply to the framework agreement as well as the sub-agreements to be concluded thereunder (all being Agreements within the meaning of these general conditions).

2.5. In the event of a discrepancy between the Agreement and these general conditions the provisions from the Agreement will prevail.

Art. 3. Conclusion of Agreement

3.1. An Agreement will also be concluded because the User makes it known that he accepts an Offer or order of the Contracting Party by starting the execution of the Performance to be executed by the User.

3.2. Unless otherwise specified or agreed, Offers of the User will be without engagement and expire after one calendar month. The User is always entitled to revoke an Offer until two working days after its acceptance has reached him

3.3. Evident errors and/or contradictions in the application for an Offer by the User, in an Offer of the User or in the Agreement are at the Contracting Party's expense and risk. The Contracting Party must enter into consultation with the User in this respect.

3.4. Unless otherwise provided in these conditions or the Agreement, the User and Contracting Party each bears its own costs that are made in connection with the conclusion of the Agreement.

3.5. Any dimensions, weights, forms, quality standards, drawings, calculations, designs, sketches, prices and other data included by the User in catalogues, brochures, illustrations, diagrams and (price) lists - whether or not on the User's website - will only be binding if that has been agreed explicitly in writing.

Art. 4. Deviations and alterations

4.1. Alterations of or additions to these general conditions or the Agreement will only apply if they have been laid down in writing.

4.2. The Contracting Party may not rely on alterations of or additions to these general conditions agreed in connection with an earlier Agreement, unless specifically agreed.

4.3. The User will always be entitled to alter these general conditions unilaterally and without the Contracting Party's permission.

4.4. Unilateral alterations of these general conditions will be made known by the User in an appropriate manner at the latest 1 month before the date on which the alterations take effect.

Art. 5. Agreement & Performance

5.1. The Contracting Party guarantees the correctness of the advice, recommendations and information etc. provided to the User prior to or in connection with the Agreement. Inaccuracies or omissions therein will be at the Contracting Party's expense and risk.

5.2. The Performance to be executed by the Contracting Party (if and in so far as applicable, as in the case of goods to be delivered or made available by the Contracting Party) must:

i. be in accordance with the Agreement in all respects, also with regard to quantity, description, composition, availability, quality, specifications, version, delivery and safety;

ii. comply with the specifications and/or samples stated by the Contracting Party;

iii. be suitable for the purpose for which it is intended;

iv. comply, also with regard to its normal use, with all the requirements and regulations applicable (at the time of conclusion of the Agreement), including statutory ones, imposed by the authorities or reasonably to be imposed thereon, such as in respect of design, composition, quality, safety, quantity, packing and the like;

v. be accompanied by all information and instructions that are or could be reasonably necessary for the User's ability to properly, safely and independently use, and/or the proper processing of the Performance or the relevant goods;

vi. comprise all drawing, developmental and other preparatory work to be executed for the performance of the Agreement;



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- vii. be delivered at the Contracting Party's expense and risk and with all accessories, including title deeds and papers and all required documents, such as packing lists, (guarantee or quality) certificates, drawings, manuals, list of spare parts, maintenance instructions, transport emergency cards and Data-Safety-Sheets;
 - viii. made of sound and new materials (unless otherwise follows from the Agreement);
 - ix. be free of design, material and production errors;
 - x. be free of pollution and contamination, including but not limited to: sand, cement, other (artificial) substances than agreed and other metals than agreed;
 - xi. be free of explosives and/or (highly) flammable and/or corrosive substances;
 - xii. be free of chemical and/or nuclear (radioactive) pollution. It will be a matter of nuclear pollution if the goods, whether or not jointly, emit radiation that exceeds the normal, natural, nuclear (radioactive) radiation of the goods;
 - xiii. be free of asbestos, other carcinogenic substances and other substances that are/may be dangerous to health;
 - xiv. if and in so far as applicable meet the current CE test requirements and the European regulation REACH (EC/1907/2006). The Contracting Party guarantees the provisions in this article.
- 5.3. When the goods delivered by the Contracting Party are weighed, the weight stated in the weighing report of the weighing performed by the User will be leading and decisive: this weight is deemed to be the actual weight of the goods delivered by the Contracting Party. If the weight determined in the weighing document and/or the quantity determined by the User's employee is less than the weights and/or quantity mentioned by the Contracting Party in the transport documents, the Contracting Party is obliged to credit the difference immediately to the User. In this respect the User will be empowered to set off amounts without announcement and/or notice of default.
- 5.4. The Contracting Party is obliged to comply with all packing, labelling and other delivery requirements, as they follow from applicable legislation or regulations, as they must reasonably be deemed to apply and as imposed by the User on the Contracting Party.
- 5.5. If the Performance is executed at a location - whether or not designated by the Contracting Party - other than the User's business location, the Contracting Party is obliged to give the User, prior to the start of the execution of the Performance, the required information and directions about the rules and instructions to be observed at the location, whether or not imposed by the authorities.
- 5.6. If the Contracting Party does not comply with the provisions in this article, the damage to be compensated by the Contracting Party will also include the costs that the User must make to be able to execute the Performance as yet or to have it comply with the provisions in this article.

Art. 6. Contracting Party's obligations

- 6.1. Except for the case that the Performance is executed by the User at its business location and is part of the User's normal conduct of business, the Contracting Party guarantees that the Performance to be executed in this matter complies with applicable legislation and/or regulations and that all the required permits and exemptions have been acquired before the start of the execution of the Performance.
- 6.2. Except in the case that the Performance is executed by the User at its business location, the Contracting Party will take care, at its own expense, of all matters required for the execution of the Performance, such as water, gas, light, electricity (220-380 Volts), auxiliary and company materials, tools, assist cranes and safety devices, and also construction trailers, warehouse storage, sufficient parking space, good and metalled entry and exit roads and a working area or assembly site that is suitable and easily passable, safe and accessible under all circumstances (also for heavy equipment), where work can be done without impediments.
- 6.3. Except in the case that the Performance is executed by the User at its business location, the Contracting Party is responsible for the working conditions and the safety and the environment at the location where the performance is executed, and also for the observance of all applicable legislation and regulations (including safety and environmental prescriptions for (waste) materials), and also for compliance with instructions and directions given by the User, this by all persons involved in the execution of the Performance. If this obligation is not fulfilled, the User will be entitled to cease the work without being obliged to make any compensation in the matter, without this producing a situation of force majeure for the Contracting Party, without this relieving the Contracting Party from its liability on this subject and without the costs (such as for additional work) and damage thereof being for the User's account.
- 6.4. The Contracting Party is obliged to inform the User immediately of all information relevant for the User, whether or not for the benefit of the execution of the Performance, and also about a relocation, takeover and/or termination of the activities.
- 6.5. If it has been agreed that the User will see to the transport of the Performance (whether or not executed), the Contracting Party must see to it that the Performance at the agreed time complies with the Agreement and is furthermore suitable for the transport (with observance of all legislation and regulations applicable in the matter). If this obligation is not fulfilled by the Contracting Party, the User will not be obliged to transport the Performance and, among other things, the (extra) (transport) costs will be part of the damage to be compensated by the Contracting Party.
- 6.6. The Contracting Party guarantees that the intellectual property rights of third parties are not infringed in any way by goods supplied or made available by the Contracting Party within the framework of the Performance, including materials, data, software and documentation. The Contracting Party indemnifies the User from all claims of third parties based on alleged infringements of such rights (also including patents and models).
- 6.7. The Contracting Party is obliged to take out and maintain sufficient insurance with regard to any liability towards the User in the widest sense and at its own expense, also with regard to the risks to be reasonably deemed present during the transport, storage, installation and delivery of the Performance.
- 6.8. If the Performance (possibly) comprises substances of very high concern (SVHC), the Contracting Party must report this to the User immediately.

Art. 7. Payment

- 7.1. Invoicing will be done digitally.
- 7.2. Unless otherwise agreed, payments will be made by transfer and in euros.

Art. 8. Goods made available and intellectual property

- 8.1. Unless otherwise agreed, data, goods (such as materials, parts, means of collection, reusable packing materials, tools, containers and (container vehicles), works (such as drawings, offers, models, reports and documentation) and/or software (in this article jointly called: goods) provided, let or made available by the User to the Contracting Party will remain at all times the User's property and must be returned at the end of the Agreement and also on the User's first demand by the Contracting Party in a good state, undamaged, properly working and free of charge or - at the User's choice - be destroyed.
- 8.2. The Contracting Party is not permitted to alienate, let, encumber or surrender to third parties in any other way the goods referred to in article 8.1, whether or not temporarily.



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- 8.3. The Contracting Party will not use the goods referred to in article 8.1 for other purposes than for which they have been made available.
- 8.4. From the moment that the goods referred to in article 8.1 have been made available to the Contracting Party until the moment that the said goods have been returned and are under the User's control, these goods will be at the Contracting Party's expense and risk and the Contracting Party will be obliged to maintain the goods properly, to mark them visibly as the User's property and look after these goods with due diligence. Subject to counterevidence all said goods will be deemed to be undamaged and properly operating at the time that they come under the Contracting Party's control.
- 8.5. The Contracting Party will insure the goods referred to in article 8.1 at its own expense for the User's benefit on the customary conditions at least against damage and total or partial loss, for instance as a result of fire, theft and damage.
- 8.6. The Contracting Party must immediately report loss (also loss of ownership) of and/or damage to the goods referred to in article 8.1 in writing to the User. The Contracting Party is obliged to compensate the resulting damage.
- 8.7. The Contracting Party indemnifies the User against all claims as a result of damage suffered by the Contracting Party and/or third parties, caused by the goods referred to in article 8.1 from the moment that these goods have come under the Contracting Party's control. This also applies to damage caused by the goods referred to in article 8.1, except in so far as this damage can be imputed to the User direct and in reason.
- 8.8. Repair and/or replacement of the goods referred to in article 8.1 by the User or third parties engaged by the User must always be tolerated by the Contracting Party. In this respect the Contracting Party will at any rate have no right to any compensation for discomfort, loss of time or otherwise.
- 8.9. The User retains all intellectual property rights (including copyright) to all goods referred to in article 8.1.
- 8.10. Except for prior written permission of the User or except if and as long as it is strictly necessary for the execution of the Agreement, the Contracting Party will not be entitled to reproduce the goods referred to in article 8.1 in full or in part, in any manner whatsoever, keep them available for itself or others or hand them to a third party or allow a third party to inspect them.
- 8.11. Unless explicitly agreed otherwise, nothing in the Agreement and these general conditions will serve as a transfer of rights of intellectual property of the User to the Contracting Party.
- 8.12. The Contracting Party will not be permitted to remove or alter any designation about marks, patents, tradenames or other rights from the goods referred to in article 8.1.

Art. 9. Force majeure

- 9.1. If, as a result of force majeure (a non-culpable shortcoming) the parties cannot fulfil their obligations towards each other, the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
- 9.2. The party relying on a force majeure situation will immediately communicate this in writing to the other party with a statement of reasons.
- 9.3. If the Contracting Party relies on a force majeure situation, the User will always be entitled to terminate the Agreement immediately in full or in part and without judicial interposition. If the User relies on a force majeure situation, the Contracting Party will only be entitled to termination if performance by the User is permanently impossible or the force majeure situation has lasted for more than 6 months. Termination must be effected in writing. The termination by the Contracting Party does not extend to Performances already executed whether or not in part. In the event of termination of the Agreement on the basis of force majeure the User will never be obliged to pay any compensation to the Contracting Party.

Art. 10. Liability of and indemnity by the Contracting Party

- 10.1. The Contracting Party is liable for and will fully compensate all direct and indirect damage as a result of or in connection with the execution or non-performance of the Agreement by the Contracting Party irrespective of whether this damage is or will be suffered by the User, by its employees or by third parties and irrespective of whether this damage has been caused by the Contracting Party, an employee of the Contracting Party or a third-party engaged by the Contracting Party for the performance of the Agreement. The damage to be compensated by the Contracting Party comprises among other things - but is not limited to - damage to the Performance, trading loss, environmental damage, profit lost by the User, damage to materials, equipment and other goods, injury, judicial and extrajudicial costs and the damage caused in connection with directions given by or on behalf of the Contracting Party to the User and also damage caused in connection with the Contracting Party's failure to follow directions given by or on behalf of the User.
- 10.2. The Contracting Party is also liable for all direct and indirect damage as a result of incorrect or incomplete statements, data, descriptions and/or information supplied by the Contracting Party, also including transferred waste materials not corresponding with the specifications stated.
- 10.3. The use of packing materials, means of collection and/or other goods or means of the Contracting Party in the performance of the Agreement by the User will be at the Contracting Party's expense and risk. Damage as a result of the use of these goods and/or means, no matter on what grounds, both directly and indirectly, will be for the Contracting Party's account.
- 10.4. The Contracting Party indemnifies the User against claims of third parties and the Contracting Party will compensate the User in full. The above on the understanding that in the event that the damage has been caused to the third-party by the User or another (legal) person engaged by the User, the Contracting Party will not be obliged to bear a greater share of the damage of the third party than it is obliged to do according to the law.

Art. 11. Liability of User

- 11.1. Except in the event of damage caused by intent or gross negligence of the User or its managerial employees, the User is not liable for damage that the Contracting Party, its employees or parties affiliated with or engaged by it suffer in the execution of the Agreement for whatever reason, also including personal injury and damage as a result of loss, destruction or damage of goods by fire, theft, embezzlement or vandalism.
- 11.2. The User is any rate not liable for (indirect) damage, such as (damage) as a result of loss of sales or goodwill, reduced proceeds, lost profit, lost savings, business interruption, nor for any other consequential damage or other indirect damage.
- 11.3. The total liability of the User, for whatever reason, is at all times limited to the amount actually paid in the relevant case on account of a (liability) insurance taken by or for the benefit of the User, increased by the amount of the applicable excess under the relevant insurance.
- 11.4. The total liability of the User, for whatever reason, for damage that has no cover at all under a (liability) insurance taken by or for the benefit of the User is at all times limited to the (invoice) amount charged to the Contracting Party for the Performance which caused the damage, with a maximum of € 100,000.-.



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- 11.5. Entering the site of the User by the Contracting Party, its employees or parties affiliated with or engaged by it in the execution of the Agreement must be done in accordance with the rules applicable on the site and the relevant instructions given by the User. If these rules or instructions are not observed, the User is not obliged to pay any compensation in the event of damage.

Art. 12. Default, suspension and termination

- 12.1. All the periods of time determined in the Agreement and these general conditions regarding the obligations of the Contracting Party are final except if agreed otherwise and the Contracting Party will be in default by the mere expiry of these periods of time. Requests addressed to the Contracting Party to meet its obligations as yet do not affect the above-mentioned provisions. The provisions in this paragraph are not applicable to the User.
- 12.2. The User is at any rate authorized, without being obliged to pay any compensation to the Contracting Party on that basis, to terminate all agreements fully or partially without notice of default and judicial intervention and with immediate effect in the following cases:
- if the Contracting Party fails to comply, to comply properly and in due time with any obligation from this Agreement or these general conditions (including the obligations from Art. 5. and 18.2), regardless whether the Contracting Party is in default in this regard;
 - if the Contracting Party is in default;
 - if the Contracting Party or the party who acts as guarantor for the Contracting Party's obligations or provided security
a) applies for suspension of payments or suspension of payments is granted to it b) is declared bankrupt, applies for bankruptcy or if its bankruptcy is applied for on its behalf, c) goes into liquidation voluntarily or involuntarily, d) ceases the business activities, e) offers a (debt) settlement or f) is placed under administration or curatorship;;
 - if a direct or indirect change occurs in the control or the control structure of the Contracting Party;
 - if at the expense of the Contracting Party attachments are levied or the assets of the Contracting Party are threatened by attachment or other judicial measures.
 - in the event of force majeure on the part of the Contracting Party;
- 12.3. In each of the events referred to in the previous paragraph the User is also authorized to suspend the execution of all Agreements and all its other obligations in respect of the Contracting Party, for whatever reason, without notice of default and judicial intervention, with immediate effect and without being obliged to pay any compensation in respect of the Contracting Party, whether or not until fulfilment of the Agreements by the Contracting Party has sufficiently been guaranteed.
- 12.4. In each of the events referred to in article 12.2 all claims of the User against the Contracting Party will be immediately payable in full.
- 12.5. The above is without prejudice to the (other) rights of the User by virtue of the law and the Agreement, including but not limited to the right of the User to performance, claiming compensation from the Contracting Party and invoking a possible retention of title by the User.
- 12.6. If on the basis of termination of the Agreement the Contracting Party is obliged to take goods back, the Contracting Party must immediately and at its own expense and risk take care of that.
- 12.7. When the agreement is terminated the Contracting Party is obliged at the first request of the User to provide security for the payment obligations ensuing from the termination, such as damage and costs to be compensated. Failing this, the User is entitled to suspend the return of any goods to be taken back by the Contracting Party until the desired security has been provided.

Art. 13. Other

- 13.1. Without the User's written permission the Contracting Party is not entitled to transfer, pledge or otherwise encumber rights or obligations arising from the Agreement to third parties. A possible permission does not relieve the Contracting Party from any obligation under the Agreement, including any liability for compensation.
- 13.2. The User is empowered to transfer rights and obligations arising from the Agreement to third parties.
- 13.3. The Contracting Party guarantees that all (legal) persons engaged by the Contracting Party in the execution of this Agreement will observe all regulations, conditions, obligations and provisions that the Contracting Party itself must also observe.
- 13.4. In the event of a contractor agreement for work the User is entitled to pay 40% of the invoice amount, or the actually due wage tax, national insurance contributions and employee insurance premiums into the G-account of the Contracting Party, into the depository account with the Tax and Customs Administration or to pay directly to the Tax and Customs Administration or the relevant social security administration agency.
- 13.5. For the full amount of wage payments, taxes (such as regarding wages and sales), contributions/premiums (such as regarding social insurances and employee insurances), interest, penalties and costs paid for the benefit of the Contracting Party or parties engaged by the Contracting Party, the User has recourse against the Contracting Party, without prejudice to the User's other rights in this respect.
- 13.6. The Contracting Party will keep confidential all data and/or information acquired within the context of (the execution of) the Agreement regarding the User and/or relations of the User and not disclose it to third parties without the User's written permission – except for third parties engaged by the Contracting Party for the execution of the Agreement and to which the provision of such data and information is necessary.
- 13.7. In the event of infringement of the provisions in article Art. 5. , Art. 6. , Art. 8. , and/or 13.6 the Contracting Party forfeits to the User an immediately payable penalty of € 10,000.- per event and of € 1,000.- for each day that the infringement lasts, this without prejudice to the User's right to additional compensation, if and to the extent that the damage exceeds the amount of the penalty.
- 13.8. When requested by the User the Contracting Party and its representatives and employees are obliged to furnish proof of their identity and to allow that among other things their name and the relevant documents details are registered in accordance with the privacy legislation.
- 13.9. If one or more provisions of these conditions or the Agreement is deemed invalid or void by any competent authority or annulled or declared inapplicable otherwise, this will not affect the validity and the binding nature of all other provisions. In that case the parties will reasonably negotiate and try to come to an agreement concerning a feasible alternative provision that replaces the relevant provision and which as far as object and purpose are concerned approximates the invalid or unfeasible provision as much as possible. If a provision is void, voidable, invalid or declared inapplicable due to its scope, that provision must be deemed only to have that scope which is permitted by law.
- 13.10. If the Contracting Party owes a penalty on the basis of the Agreement or these conditions, the User is free to demand performance of both the penalty clause and the commitment associated with the penalty stipulation.
- 13.11. The Special provisions included below (II. et seq.) may be applicable simultaneously with each other and also with the General provisions to the Agreement (I). If the General provisions deviate from the Special Provisions included below, the Special provisions will prevail.



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Art. 14. Applicable law and jurisdiction

- 14.1. The legal relationship between the Parties, all Offers and Agreements, these general conditions and also all disputes relating to or arising from them is exclusively subject to Dutch law.
- 14.2. The Contracting Party must claim performance at law concerning claims against the User, subject to being declared lapsed, within one year after the relevant claim came into existence and the Contracting Party should have been reasonably aware of it, without prejudice to the possibility of earlier lapse or prescription of these claims pursuant to the law.
- 14.3. All disputes between the parties, to the extent not mandatorily prescribed otherwise by law, will be exclusively submitted to the competent court in Rotterdam.

II. Special provisions concerning purchase by the User

Art. 15. Conclusion and alteration of the Agreement

- 15.1. As long as the Contracting Party has not started with the execution of the Agreement, the User is entitled to alter the Agreement free of charge or to cancel it. The Contracting Party is not entitled to compensation in this respect.
- 15.2. Alterations or additions to the Agreement resulting in an increase of the fee due by the User or in a reduction of the Performance to be executed by the Contracting Party are only valid if that higher fee or reduced Performance were explicitly agreed in writing.

Art. 16. Price

- 16.1. The agreed price is binding and fixed during the term of the Agreement, and may never be changed as a result of among other things, changes of currency rates, purchase prices, freight rates, import or export duties, excise duties, levies, taxes, prices of raw materials or semifinished products, wages and/or any other performance due to third parties by the Contracting Party.
- 16.2. The price includes – except if explicitly agreed otherwise - at any rate the following costs at the expense of the Contracting Party and must be paid to the User if applicable:
 - i. costs of packing, transport, storage, installation and Delivery;
 - ii. import or export duties, excise duties, environmental surcharges, levies and taxes (with the exception of turnover tax);-
 - iii. administrative fees and all other levies or costs concerning the application for the required licences, exemptions etc.
 - iv. costs of the instructions, information to be given by the Contracting Party in respect of the Performance;
 - v. the fees for the use of the relevant intellectual property rights (of the Contracting Party or third parties);
 - vi. costs of any third parties engaged by the Contracting Party for the benefit of the Performance, including employee insurance premiums, national insurance contributions and wage tax;
 - vii. all the costs chargeable to the Contracting Party according to or pursuant to the Agreement or these general conditions or form part of the price;
 - viii. all other costs required for or related to or ensuing from a proper execution of the Agreement with observance of the applicable standards, regulations and the requirements of good workmanship, also if all this is not explicitly mentioned in the Agreement.

Art. 17. Payment

- 17.1. Except if partial payments have been agreed, the Contracting Party will not invoice amounts due earlier than on the date of Delivery of the Performance.
- 17.2. The User will pay invoices within 30 days after the invoice date, provided that the Agreement (in the event of partial payments: up to that date) has been fulfilled completely and correctly.
- 17.3. Invoices that do not meet the statutory and reasonably set requirements will be returned by the User to the Contracting Party and will not be paid. In that case the User will not be in default in respect of the payment of the relevant invoice.
- 17.4. Payment does not entail recognition by the User that the Agreement has been fulfilled completely and correctly.

Art. 18. Delivery

- 18.1. Unless otherwise agreed delivery will be made 'Delivered Duty Paid': at the expense and risk of the Contracting Party at the business location of the User.
- 18.2. The Contracting Party is obliged to pack the Performance properly and to secure and transport it in such a way that the Performance is delivered undamaged and functioning.
- 18.3. The Contracting Party is obliged to Deliver the Performance at the time or period mentioned in the Agreement. The times or periods for Delivery are binding and final. Periods for Delivery commence on the day of signing of the Agreement, unless agreed otherwise.
- 18.4. The Performance will be delivered and the ownership will be transferred unencumbered by charges and restrictions.
- 18.5. The Contracting Party is liable for all damage suffered by the User as a result of the untimely Delivery of the Performance. This damage also includes the costs of any substitute purchase transaction, the lost profit by the User and any damage related to the termination of the Agreement.
- 18.6. If the User for any reason whatsoever is unable to take receipt of the Performance at the agreed time, the Contracting Party will retain the Performance, separated and recognizably designated for the User at its own expense and risk, secure and insure it sufficiently and furthermore take all required measures to prevent reduction of quality until the Performance can be delivered. The Contracting Party will take care of the Performance with due care and diligence.

Art. 19. Inspection prior to the Delivery

- 19.1. Prior to the Delivery the Contracting Party will inspect whether the Performance is in accordance with the Agreement and have an inspection report drawn up. If the User so requires, the Contracting Party will enable the User or a third party to be appointed by the User to be present during this inspection. Immediately on request the Contracting Party is obliged to provide a copy of the report to the User. The costs of this are at the expense of the Contracting Party.
- 19.2. The User and third parties to be appointed by it are empowered to inspect the realization and the progress of the Performance, regardless where and when, except if manufacturing secrets oppose this.
- 19.3. If the User makes use of its inspection right, the Contracting Party will provide the facilities that the User reasonably requires for this free of charge.
- 19.4. If during or as a result of an inspection it is established that the Performance is not fully or partially in accordance with the Agreement – or will not be so after completion of the Performance - the Contracting Party will be obliged at its own expense and risk to take immediately those measures that are needed to meet the provisions and conditions of the Agreement as yet. All related costs, also regarding extra inspections by or on behalf of the User, are at the expense of the Contracting Party.



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- 19.5. Inspection by the User as referred to in this article, does not relieve the Contracting Party from any obligation or liability and does not indemnify the Contracting Party.
- 19.6. If the Contracting Party contests the findings of the inspection by the User or a third party, the Contracting Party must notify this to the User immediately.

Art. 20. Risk

- 20.1. The risk in respect of the Performance passes to the User at the time of Delivery.
- 20.2. Damage caused during or with the transport or the Delivery are entirely at the expense and risk of the Contracting Party. The Contracting Party will repair or replace Performances that have been damaged or lost during the transport or upon Delivery free of charge, regardless of whom has taken care of the transport or the Delivery. The above except if the User has carried out actual acts that resulted in damage and in respect of which the User can be blamed for intent or gross negligence.
- 20.3. Goods handed by the User to the Contracting Party for repair, processing, treatment or temporary use are at the risk of the Contracting Party during the repair, processing, treatment or period of temporary use.
- 20.4. If the User invokes the right of termination of the Agreement or replacement of the Performance for good reasons, the risk for the Performance is deemed never to have passed to the User. Only with the return of the Performance to the Contracting Party the ownership of the Performance passes from the User to the Contracting Party.

Art. 21. Guarantee

- 21.1. The Contracting Party is obliged to repair or replace defects to the Performance or parts thereof that manifest themselves within the agreed guarantee period or an unreasonable period after Delivery, immediately and free of charge, unless the Contracting Party demonstrates that the defect has been caused by an incorrect or improper use of the User. Within six months after Delivery is considered unreasonable within the meaning of this article.
- 21.2. If the Contracting Party fails to comply with the obligations mentioned in this article, the User will be entitled in urgent cases or if the Contracting Party cannot be reached, to carry out or have others carried out the repair or the replacement at the expense of the Contracting Party without further reminder or notice of default.
- 21.3. If the Parties have agreed on guarantee, the following will apply in addition.
- 21.4. The guarantee period commences on Delivery. If the Performance is intended to be processed by the User in an installation or system and if the nature of the Performance does not prevent this, the guarantee period commences with effect from the delivery or the availability of that installation or that system.
- 21.5. In the event of replacement as referred to in article 21.1 the period referred to there commences again at the time of Delivery of the Performance or the relevant part.

Art. 22. Ownership

- 22.1. The ownership relating to the Performance passes to the User at the time of Delivery or, if the User does not take delivery of the Performance at the agreed time (see also article 18.6), at the originally agreed time for Delivery.
- 22.2. On payment in instalments of the amounts due by the User pursuant to the Agreement, the User will become owner of all – whether or not being in progress – goods, such as materials, raw materials and semifinished products of which the Contracting Party has (obtained) the ownership and which are intended for the Performance to be executed by the Contracting Party. This also applies in the event of partial or full prepayment of the amount due by the User pursuant to the Agreement, on the understanding that the Contracting Party will then immediately transfer to the User title of the goods intended for the Performance but only obtained after the prepayment. The Contracting Party will perform for this purpose all required (legal) acts. This clause has effect under property law. Until the Delivery the said goods – and the Performance – remain at the risk of the Contracting Party.
- 22.3. The Contracting Party will retain the goods referred to in article 22.2 for the benefit of the User and is obliged to individualize these goods sufficiently and to separate them from other goods, to mark them as property of the User, to secure and insure them sufficiently and furthermore to take all required measures to prevent quality reduction, uselessness or unavailability until the Performance has been Delivered.

Art. 23. Force majeure

- 23.1. Inter alia the following circumstances *cannot* justify reliance on force majeure: domestic or foreign government measures (except if it concerns international measures or sanctions that as such hinder the fulfilment of the Agreement), nonperformance or late performance by suppliers, carriers or subcontractors of the Contracting Party, shortage of materials or manpower, work strike or work lockout, industrial conflicts, illness of personnel, weather circumstances, import and export barriers, computer breakdown, breakdown or defects in machines and installations, electricity failure, interruption of operations or any other breakdown in the Contracting Party's business or third parties engaged by it.

Art. 24. Intellectual property

- 24.1. The intellectual property rights to the Performances specifically developed, executed and/or realized by the Contracting Party for the User are due to the User – in so far as these rights are not already vested in the User by operation of law – and will be transferred by the Contracting Party to the User.
- 24.2. Except if agreed otherwise, the Contracting Party grants in respect of the intellectual property rights to other Performances than referred to in article 24.1 a free non-exclusive license to the User. This license cannot be terminated for as long as the User is entitled to use the Performance.
- 24.3. If for the transfer of intellectual property rights or the granting of a license as referred to in the previous paragraphs a deed is required, the Contracting Party will render full assistance in the preparation of that deed.

Art. 25. Vienna Convention on Contracts for the International Sale of Goods

- 25.1. The parties explicitly exclude the applicability of the Vienna Convention on Contracts for the International Sale of Goods.



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III. Special provisions concerning sale by the User

Art. 26. Performance

- 26.1. Except if explicitly agreed otherwise or if indisputably otherwise ensues from the nature of the Agreement, the User delivers goods and Performances 'as is, where is' and does not provide guarantees to the User in this respect.
- 26.2. In consultation the User is entitled to engage third parties at the expense of the Contracting Party for the execution of the Performance.
- 26.3. Unless otherwise agreed in writing, the User does not carry out any work on weekend days and (national) holidays.

Art. 27. Price

- 27.1. All prices are in euro, excluding turnover tax and except if explicitly agreed otherwise exclusive of:
 - i. costs on account of additional work ;
 - ii. costs of packing, transport, storage, installation and Delivery;
 - iii. import or export duties, excise duties, environmental surcharges, levies, taxes and penalties to be imputed to the Contracting Party;
 - iv. administrative fees and all other levies of costs relating to the – applications for the – required licenses, exemptions, rights etc.
 - v. costs of instruction, advice and information to be given to the Contracting Party relating to the Performance;
 - vi. the fees for the use of the relevant intellectual property rights (whether or not of the User or third parties);
 - vii. costs relating to third parties possibly engaged by the User for the benefit of the Performance, including premiums for employee insurances, national insurance contributions and wage tax;
 - viii. all other costs that according to or pursuant to the Agreement or these general conditions are not explicitly part of the price of the Performance.The User is entitled to charge the above-mentioned costs separately to the Contracting Party.
- 27.2. If at the request of the Contracting Party, or if the User is compelled to do so, the usual working hours within the User's business are deviated from, the User will be entitled to charge the additional costs separately to the Contracting Party.
- 27.3. The User is entitled to pass on the increase of cost price determining factors, to the extent occurred after conclusion of the Agreement and for as long as the execution of the Agreement has not yet been completed, to the Contracting Party. Drop in prices of reusable materials to be obtained by the User from the Performance, price increases, increases of excise duties imposed by the authorities, taxes and/or levies and negative currency rate differences are considered increases of cost price determining factors. Instead of the increase of cost price determining factors the User is also entitled to pass on to the Contracting Party the inflation – to the extent occurred after conclusion of the Agreement and for as long as the Agreement has not yet been completed - calculated at the User's option on the basis of the increase calculated by the CBS (Statistics Netherlands) or the producer price index linking up best to the Performance or the consumer price index rate calculated by CBS. The Contracting Party is obliged to pay the price increase at the User's first request.

Art. 28. Subscription

- 28.1. The Agreement concerns a subscription if it entails the repeated delivery of a specific Performance by the User during a specific period.
- 28.2. Termination of a subscription must be effected in writing..
- 28.3. If the Agreement is a subscription the Parties are obliged to observe a period of notice of at least three months at the end of the term..
- 28.4. If notice of termination is not given in accordance with article 28.3., the subscription will each time be extended automatically by one year.
- 28.5. Termination before the end of the term is only possible with permission of the other party or on the basis of serious reasons that lead to it that it cannot be reasonably required from a party that it is bound to the subscription any longer.

Art. 29. Payment

- 29.1. The Contracting Party is obliged to pay invoices within 14 days after the invoice date. This is a final deadline within the meaning of article 6:83 (a). In the event of late payment the Contracting Party is in default on account of the expiry of the payment term, without a reminder or notice of default being required.
- 29.2. The Contracting Party is not entitled to set off amounts due to the User. The Contracting Party is neither entitled to suspend payment of invoices sent by the User.
- 29.3. The User is at all times entitled to demand full or partial prepayment of amounts due by the Contracting Party, and also to require provision of security for fulfilment of the payment obligations by the Contracting Party.
- 29.4. If the User uses its power to store goods at the expense and risk of the Contracting Party (article 31.2), the price with effect from the (originally) agreed time of Delivery will be payable.

Art. 30. Additional work

- 30.1. Additional work means: additions to and/or modifications of the Performance after the conclusion of the Agreement leading to an increase of the (cost) price of the Performance, such as extra work to be carried out or extra materials to be used.
- 30.2. Additional work can among other things occur on account of:
 - i. additional requests of the Contracting Party, such as modifications in the specifications of the Performance desired by the Contracting Party;
 - ii. unforeseen circumstances;
 - iii. altered (government) regulations;
 - iv. non-performance of the Contracting Party of its obligations by virtue of the Agreement.
- 30.3. The costs of any additional work are based on the usual rates of the User for provided labour, materials, services and/or Performances.
- 30.4. Additional work will be charged separately to the Contracting Party.
- 30.5. The User does not need permission of the Contracting Party to carry out and charge any additional work as referred to in article 30.2.i, 30.2.iii and 30.2.iv.



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Art. 31. Delivery

- 31.1. Except if agreed otherwise Delivery will be effected 'Ex Works'. If the Performance needs to be delivered at a location indicated by the Contracting Party, the transport will be carried out at the expense and risk of the Contracting Party.
- 31.2. If the Contracting Party for any reason whatsoever is unable to take delivery of the Performance at the agreed time, the User is entitled to store the Performance at the expense and risk of the Contracting Party, to secure it and to take all other reasonable measures to prevent decline in the quality of the Performance until the Performance can be Delivered to the Contracting Party.
- 31.3. The Contracting Party must always immediately inspect the Performance after the Delivery. The Contracting Party must report apparent defects in writing (also including any defects that the Contracting Party could have discovered after some inspection) within five working days to the User. If this is not done the Contracting Party's right to rely on such defects expires.

Art. 32. Risk

- 32.1. The risk relating to the Performance passes to the Contracting Party at the time of Delivery or, if the Contracting Party does not take delivery of the Performance at the agreed time, at the time originally agreed for Delivery.
- 32.2. Damage – whether or not to the Performance- caused during or with the transport or the Delivery are entirely at the expense and risk of the Contracting Party. The above except in the event that the User has carried out actual acts that resulted in damage and in respect of which the User can be blamed for intent or gross negligence.

Art. 33. Ownership

- 33.1. Performances (such as goods delivered and the result of executed work) remain the property of the User, also after Delivery, until the User has received full payment of i) everything that the Contracting Party owes to the User on the basis of the Agreement and en ii) everything that the Contracting Party still owed to the User on the basis of Agreements previously concluded with the User, including interest and costs.
- 33.2. The Contracting Party may only use or consume Performances encumbered by retention of title within the context of its normal business operations. As long as the Performance is encumbered by the retention of title, the Contracting Party is not entitled to alienate, pledge or encumber the Performance with a restricted right.
- 33.3. If the Contracting Party is in default for whatever reason, the User is always entitled without prejudice to its other rights in this respect to take back the Performance(s) encumbered by retention of title, this at the expense of the Contracting Party and for which the Contracting Party must give all required assistance.
- 33.4. The provisions in article 33.1, 33.2 en 33.3 have effect under property law.

Art. 34. Fulfilment

- 34.1. If the User must repair a defect to a Performance delivered, this will be done at the User's option by additional delivery, replacement, repair or taking back against crediting of the price. Further liability of the User in this respect is excluded, except if otherwise provided in these conditions or the Agreement.
- 34.2. The rights of the Contracting Party to fulfilment and/or repair lapse if the Contracting Party has tried to (have others) remedy an alleged defect itself without explicit written permission of the User.
- 34.3. If the User purchases goods or parts thereof of third parties the (repair) obligations of the User in respect of the Contracting Party will never be bigger or for a longer period than the guarantee obligations of those third parties towards the User. The User will be released from its obligations towards the Contracting Party if the claim on the third party is transferred to the Contracting Party.

Art. 35. Force majeure

- 35.1. In these general conditions force majeure means, in addition to what is included in this respect in the law and jurisprudence: all circumstances, foreseen or unforeseen, lying outside the User's power and which partly, completely or temporarily prevent or seriously hinder the fulfilment of the Agreement. They include at any rate, insofar as not included thereunder: war, danger of war, exceptional and/or extreme weather circumstances, lightning strike, flooding, water damage, fire, force of nature; natural disasters; riot, acts of war, strikes or work interruptions, blockades, business shutdown; rioting; import and export restrictions, congestion of transport and other transport disruptions; death; excessive sickness absence; epidemics, pandemics and/or outbreaks (examples: COVID-19, SARS, Bird flu , etc.); national and/or regional quarantine and/or other (government) measures within the framework of illnesses, epidemics, pandemics and/or outbreaks; breakdowns within the business of the User or its suppliers; defects to machines, accidents; the circumstance that engaged third parties do not meet their obligations or do not meet them in time; terrorist actions; cyber criminality, disturbance of digital infrastructure, sit-down strike; breakdowns in the supply of energy; theft or loss of tools, materials or information; a day or days of national mourning; cancellation of licences, everything both in the company of the User and in the company of third parties engaged by the User in the execution of the Agreement, and also in the event of storage or during transport.

Art. 36. Vienna Convention on Contracts for the International Sale of Goods

- 36.1. The parties explicitly exclude the applicability of the Vienna Convention on Contracts for the International Sale of Goods, except if and to the extent the Agreement concerns the delivery of movable property. The above on the understanding that a possible applicability of the Vienna Convention on Contracts for the Sale of Goods cannot result in the current general conditions of the User not being applicable.

IV. Special provisions relating to the collection of (waste) materials Art.

37. Collection of (waste) materials

- 37.1. Collection of (waste) materials means the collection by the User, whether or not on a regular basis, of (waste) materials and/or goods to be processed or to be recycled, because they are either collected by the User with the Contracting Party, or because they are delivered by the Contracting Party at the business location of the User.
- 37.2. The title to the (waste) materials collected by the User only passes to the User if the latter accepts the (waste) materials. Taking delivery of (waste) materials, the emptying of a collection device with (waste) materials and the taking along of waste materials as such cannot be interpreted as acceptance of the relevant (waste) materials.
- 37.3. The collection devices always remain the property of the User, except if explicitly otherwise in writing. The Contracting Party must take care of the collection devices made available with due care and diligence.
- 37.4. If a collection device, such as a roller container is loaded incorrectly or overloaded, loaded with other (waste) materials than agreed, is not ready at the agreed location, the (waste) materials do not meet the information given by the Contracting Party or the conditions of the User, the transport of the (waste) materials is contrary to the transport regulations and/or if the collection or the transport of the relevant collection device or the relevant (waste) materials poses or could pose a danger for items of property, people or the environment, everything at the User's discretion, the User is entitled not to empty the collection device, to refuse the disposal or collection of the collection device or to refuse the (waste) materials and/or collection device or to return the (waste) materials to the Contracting Party.



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- 37.5. The Contracting Party guarantees that the collection devices, such as (roller) containers to be emptied and/to be transported by the User will be ready on the agreed days on or at the public road or the location agreed in consultation (this location must be accessible free of charge for personnel and equipment of the User), everything in such a manner that the placing of the collection devices is not contrary to safety and/or traffic regulations and does not pose any danger for the User or third parties. The Contracting Party is obliged to provide, if necessary, sufficient lighting and/or signaling, and to take the required measures for the traffic safety.
- 37.6. Collection of (waste) materials by the User does not relieve the Contracting Party from any registration obligations concerning the handing over, disposal and processing of the relevant (waste) materials.
- 37.7. Any damage, costs and/or penalties as a result of the non-performance of the provisions in this articles are at the expense of the Contracting Party. The Contracting Party indemnifies the User in this respect.

V. Special provisions concerning the sale, delivery and purchase of electronic equipment

V.I. The following provisions are applicable to the purchase of electronic equipment

Art. 38. Purchase of electronic equipment

- 38.1. Art. 5 applies in full to the delivery of electronic equipment by the Contracting Party Art. 5.
- 38.2. All electronic equipment delivered by the Contracting Party must be free of any form of protection, user accounts and/or access restriction (including MDM systems): the electronic equipment must be accessible to the User without any restrictions and must be able to be used.
- 38.3. The User is entitled to assess the electronic equipment and test it for quality (physical and digital) characteristics and defects after Delivery. If the assessment and tests performed by the User show that the delivered goods do not conform to the Agreement then the mere written notification of this by the User to the Contracting Party is sufficient reason for (partial or full) termination of the Agreement, provided that this statement is made by the User within 14 days after Delivery of the relevant goods. The provisions in this paragraph applies between the Parties as an agreement as to burden of proof within the meaning of section 153 of the Code of Civil Procedure and section 7:900 (3) of the Civil Code.

Art. 39. Permitted use and handling of data carriers

- 39.1. Except if explicitly and otherwise agreed in writing the User will be entitled at its discretion to (re)use, adapt, process, resell or otherwise destine purchased electronic equipment, including data carriers.
- 39.2. Only if physical destruction of a data carrier has been explicitly agreed in writing, the User is obliged to do so. In all other cases the User is not obliged to do more than endeavor to remove the data on the data carrier in the usual manner (in the ICT sector)
- 39.3. In the event of physical destruction of a data carrier the User is not obliged to provide a certificate of it to the Contracting Party unless otherwise agreed in writing.

V.II. The following provisions apply to the sale of electronic equipment

Art. 40. Sold electronic equipment

- 40.1. If the Agreement concerns the sale of electronic equipment by the User, the Contracting Party, except if otherwise agreed in writing, does not buy new electronic equipment. It concerns used electronic equipment purchased in bulk which has been tested or not for a short time for the operation of the functionalities.
- 40.2. Except if explicitly agreed otherwise in writing, the electronic equipment is sold 'as is' by the User, without guarantees concerning quality and (physical or digital) characteristics such as the (operation of the) functionalities, (calculation) speed, storage space, software, hardware, etc.

VI. Special provisions if the Contracting Party is a consumer Art.

41. Consumer law

- 41.1. These general conditions are not meant to deviate from mandatory consumer law. If clauses from these general conditions are contrary to mandatory consumer law, for example because a clause is unreasonably onerous for consumers within the meaning of section 6:233 of the Civil Code et seq. that clause will only be applicable to the extent legally permitted: in that case the relevant clause must be interpreted and applied in a manner which in as far as possible does justice to the tenor and the purpose of that clause, but which is not contrary to mandatory consumer law.
- 41.2. If the Contracting Party is a natural person not acting in the performance of a profession or business, the Contracting Party will be entitled to terminate the agreement without stating reasons by virtue of section 6:230o of the Civil Code if it concerns a distance agreement or an agreement outside the selling space, within 14 days after the day on which the agreement was concluded or the purchased goods have been received (in accordance with section 6:230o (1), except if it concerns an agreement as referred to in section 6:230p of the Civil Code (such as tailor-made work). The purchaser can exercise this right by making an unambiguous statement in this respect to the User and also by completing the model form included below these general conditions and to send it to the User.
- 41.3. If the Contracting Party is a consumer:
- article 10.4 applies on the understanding that the Contracting Party is not obliged to bear a larger part of the damage of the third party than it is obliged to do according to the law (section 6:236 (h) of the Civil Code).
 - article 13.2 applies on the understanding that the Contracting Party on transfer of the obligations is empowered to terminate the Agreement, except if the transition is effected in connection with the transfer of an enterprise to which both that obligation and the corresponding stipulated rights belong.
 - the statutory rules governing jurisdiction of Art. 14 apply.
 - the price is inclusive of turnover tax in deviation from article 27.1.
 - the User may only increase the Price pursuant to article 27.3 three months after conclusion of the Agreement;
 - it applies that in deviation from article 28.4 the subscription will be extended for an indefinite period of time, on the understanding that the subscription can always be terminated with a period of notice of one month.
 - article 38.3. will not apply;
 - the consumer has the powers of termination and giving notice referred to in article 6:236 and 6:237 which make the otherwise (presumably) unreasonably onerous clauses in the general conditions allowable;
 - the restrictions of powers of suspension and termination included in these purchase conditions must be considered not to lead to disallowed restrictions or exclusions of the statutory powers of suspension and termination of the Contracting Party pursuant to section 6:236 and 6:237 of the Civil Code.



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VII. Payment by means of payment request

Art. 42. Payment by means of a PIN refund

- 42.1. This article is applicable to payments made by the User via a PIN refund and also by means of payment or bank apps, hereinafter called 'PIN refund'. By a PIN refund the User can pay among other things the price of bought scrap by transfer on the spot.
- 42.2. PIN Refund is a service offered by the User, not a right of the Contracting Party. The User can exclude the Contracting Party at any time, without giving reasons, from the use of PIN refunds, or at any rate no longer offer payment by means of PIN refund. .
- 42.3. Only if the Contracting Party (1) has installed the required app on his mobile telephone and (2) has a Dutch bank account (payment account) linked to the relevant app, will the Contracting Party be able to use PIN refund.
- 42.4. If the Contracting Party chooses for payment by means of PIN refund, the User will generate a QR code entitling the Contracting Party to payment of the agreed amount by means of PIN refund. The User will provide this QR code to the Contracting Party by presenting this QR code digitally or physically or by handing it over. For payment of the agreed amount the Contracting Party must scan the QR code with the relevant app on his mobile telephone. After going through the steps in this app, the amount to which the QR code entitles will be paid into the bank account of the Contracting Party within 1 day.
- 42.5. The provided QR code can only be used once.
- 42.6. The provided QR code is only valid for 5 minutes.
- 42.7. By providing the QR code to the Contracting Party the User has met its payment obligation in respect of the Contracting Party, except if the provided QR code expires without the QR code having been used to realize a payment
- 42.8. If there is a dispute concerning the question whether the provided QR code has been used to realize a payment with it, the administration of the User is guiding.
- 42.9. By making use of PIN refund the Contracting Party recognizes and accepts the restrictions and risks of the Internet, such as the risk of interruption of the Internet connection and risk of loss of (personal) details or money due to viruses for example. When using PIN refund the Contracting Party himself is responsible for a working Internet connection and for the proper protection of that connection and his mobile telephone.
- 42.10. The User is not liable in any way in respect of the Contracting Party for damage in connection with the functioning or not functioning of the relevant app of provided QR code(s).

Model form for termination / cancellation

Only complete and return this form if you want to terminate / cancel the agreement.

To **Krommenhoek Metals B.V.** / **Elcinco Metalen B.V.** / **Oval Balloon B.V.** / **Whale Recycling B.V.** (*) established in
[see address details at the top of the general conditions] By
post / by email to: info@kh-metals.nl (*)

I/We (*) inform (*) you that I/we (*) hereby cancel (*) our Agreement concerning the sale of the following goods/delivery of the following service

Ordered on (*)/Received on (*)

Name/Names of consumer(s) Address
of consumer(s)

Signature of consumer(s) (only if this form is submitted on paper)

Date

[Delete if not applicable.]

