**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY PEUTE**

1) General

a. These general terms and conditions ('General Terms and Conditions') apply to every current and future offer, sale and delivery by or on behalf of PEUTE to the other party of all goods and/or services (hereinafter referred to individually and collectively as the 'Goods'), as well as to the performance thereof. Any deviations must be expressly agreed in writing with PEUTE.

b. In these General Terms and Conditions, "PEUTE" refers to any company belonging to or affiliated with the Peute Recycling group that makes an offer, concludes an agreement or executes an agreement, including in any case PEUTE RECYCLING B.V., PEUTE PAPIERRECYCLING B.V., PEUTE PLASTICRECYCLING B.V., PEUTE RECYCLING INTERNATIONAL B.V., PEUTE UK LIMITED, PEUTE RECYCLING SPAIN SL and PEUTE PORTUGAL UNIPESSOAL LDA. In these General Terms and Conditions, "the other party" refers to any party that receives an offer from PEUTE, has concluded or wishes to conclude an agreement with PEUTE, including the representatives, authorised representatives, legal successors and heirs of that other party.

c. The applicability of the other party's general terms and conditions, and furthermore of any other general terms and conditions other than these General Terms and Conditions of PEUTE, is expressly excluded.

d. Electronic communication between PEUTE and the other party shall be deemed to be a "letter" or "in writing". The electronic communication system used by PEUTE shall serve as the sole evidence of the content and time of delivery and receipt of that electronic communication.

2) Offer and agreement

a. A quotation or offer made by PEUTE is not binding on PEUTE and merely constitutes an invitation to the other party to place an order. A quotation or offer made by PEUTE may therefore be revoked by PEUTE at any time until the moment of agreement. A quotation or offer made by PEUTE is deemed to be based on information provided by the other party, the accuracy of which PEUTE may assume and for which the other party is responsible. PEUTE is at all times entitled to refuse an order without giving reasons.

b. An agreement confirmed by PEUTE is deemed to accurately and completely reflect the agreement. For deliveries and work for which PEUTE has not sent an order confirmation, PEUTE's invoice is considered to be the order confirmation. PEUTE's records are decisive in this regard, unless there is written evidence to the contrary. The present provision therefore serves as an agreement on evidence.

3) Price

a. Unless expressly stated otherwise, prices quoted by PEUTE are exclusive of sales tax, import or export duties, levies and other taxes and duties. Furthermore, the quoted price does not include transport and packaging costs.

b. All quotations from PEUTE are subject to price changes. PEUTE is entitled to increase its price accordingly if, after the conclusion of the agreement, there is a change in one or more cost factors (such as raw materials and resources, energy, products procured by PEUTE from third parties, wages, premiums, government charges, freight costs and insurance premiums). If the increase exceeds 10%, the other party is entitled to terminate the agreement by means of a registered letter. Termination on these grounds can only take place within 7 days of PEUTE's written notification of the price increase to the other party. If the agreement is not terminated within this period, the other party will be deemed to have accepted the price increase.

c. The price will state whether it is 'ex works' or 'carriage paid'. If the price does not state whether it is 'ex works' or 'carriage paid', the price will be deemed to be 'ex works'. 'Ex works' means that the other party will collect the Goods to be delivered from PEUTE's premises. 'Carriage paid' means that PEUTE will deliver the Goods to be delivered to the other party or have them delivered.

d. The price is expressed in the agreed currency. If no currency has been agreed, it is deemed to be expressed in euros. Any exchange rate fluctuations that are disadvantageous to PEUTE will be passed on to the other party.

4) Delivery and delivery conditions

a. A delivery agreed with PEUTE is deemed to be "ex works" and is therefore deemed to have taken place (regardless of any provisions to the contrary in the consignment note or the carrier's terms and conditions of carriage) as soon as the Goods have been collected by or on behalf of the other party from PEUTE's premises and the consignment note has been signed, regardless of whether the transport is carried out on behalf of or at the expense of PEUTE. However, if the parties have expressly agreed in writing that the delivery will be "carriage paid", the delivery by PEUTE shall be deemed to have taken place as soon as the Goods have been delivered to the location specified in the consignment note and the consignment note has been signed. Notwithstanding the foregoing, in a situation as described in Article 4.d, delivery by PEUTE shall be deemed to have taken place upon delivery or storage as referred to in that article.

b. Delivery times are considered to be approximate and agreed upon by PEUTE. A delivery time or delivery date offered by PEUTE or agreed upon with the other party is not a strict deadline or date. Exceeding this period or date does not entitle the other party to compensation, nor to termination or suspension of the agreement. PEUTE is permitted to deliver the Goods in parts and to invoice them separately.

c. If a period or date is exceeded, PEUTE will notify the other party of a new delivery date. If the aforementioned new delivery date is exceeded, the other party is entitled to terminate the

agreement immediately, provided that the other party does so immediately and by means of a registered letter to PEUTE. If PEUTE has not received the aforementioned registered letter within three days of the renewed deadline being exceeded, PEUTE may assume that the other party will not proceed with termination. In that case, PEUTE will be entitled to determine a new reasonable delivery date and notify the other party thereof.

d. If the other party fails to collect the Goods within the agreed ex works period, PEUTE shall be entitled – without notice of default – to choose between (i) delivering the Goods to the other party (ii) storing the Goods at the expense and risk of the other party and (iii) definitively refrain from delivery, without prejudice to PEUTE's right to charge the other party the agreed price for the expired delivery in question, whether or not by way of compensation, in which case PEUTE is of course entitled to proceed with the private sale of the Goods.

e. In the event of storage as referred to in Article 4.d, the other party will be notified of this in writing. Even after such storage, PEUTE is at all times entitled to proceed with the private sale of the stored Goods. In the event of a private sale by PEUTE as referred to in these General Terms and Conditions, PEUTE shall have the choice between either charging the other party the agreed price for the delivery in question, whether or not by way of compensation, or to charge the other party for any shortfall in the agreed price, in both cases plus all costs incurred by PEUTE, including the costs of storage, transport and sale, without prejudice to all other rights of PEUTE.

f. In the event of delivery as referred to in Article 4.d(i), the other party shall owe the actual transport costs, even if an ‘ex works’ price has been agreed. If a ‘carriage paid’ price has been agreed, the other party shall owe the actual transport costs instead of the agreed transport costs if these costs in connection with the delivery exceed the agreed transport costs.

g. From the moment of delivery, or at least the moment of delivery determined by PEUTE, the Goods are at the risk of the other party and the other party is liable for all damage caused to or by these Goods; if damage to or caused by the Goods occurs during transport and the transport was carried out on behalf of PEUTE, PEUTE will, after the other party has paid everything it owes to PEUTE, transfer any rights it may have against the carrier to the other party at the request of the other party.

h. The method of transport, shipment, packaging and suchlike shall be determined by PEUTE, unless otherwise agreed. The other party shall reimburse PEUTE for any additional costs incurred in connection with any specific wishes of the other party regarding transport, shipment or packaging.

i. The other party must inspect the Goods upon delivery and ensure that the Goods meet all contractual requirements.

j. In the event of disputes about the quantity delivered and the quality of the Goods, the weighing data from PEUTE's weighbridge and PEUTE's internal data (such as reports, notes, photographs, etc.) shall be binding between the parties.

k. PEUTE is authorised, if it deems this necessary or desirable for the proper performance of the agreement, to engage others, the costs of which will be charged to the other party in

accordance with the quotations provided. Where possible or necessary, PEUTE will consult with the other party in this regard.

5) Complaints, liability and indemnification

a. Complaints must be notified to PEUTE in writing by the other party within 10 days of delivery of the Goods or after the date of the invoice, on pain of forfeiture of any related claim, after which PEUTE will be given the opportunity to inspect the Goods itself or have them inspected by a third party or to assess the invoice.

b. By accepting delivery, by processing all or part of the delivered Goods or by selling them, as well as by the expiry of the period referred to in Article 5.a, the other party is deemed to have unconditionally accepted the delivered Goods and/or the invoice and to have waived all claims with regard to those Goods. In that case, a complaint can no longer lead to claims against PEUTE, nor to rejection or return shipment.

c. One or more defects in part of the Goods delivered by PEUTE does not entitle the customer to reject the entire batch. Deviations in quantity only entitle the customer to offset the deviation against the agreed (kilogram) price. A higher than agreed moisture content or any other contamination of the delivered Goods will be offset against the agreed (kilogram) price or against the actual damage, at PEUTE's discretion. The removal and disposal of foreign contamination from the delivered Goods shall be at the expense of the other party.

d. A defect exists if the delivered Goods do not comply with the agreement because they deviate in terms of composition, quantity or method of delivery from what has been explicitly agreed between PEUTE and the other party.

e. Submitting a complaint does not release the other party from its payment obligations towards PEUTE.

f. After receiving a complaint as referred to in Article 5.a, PEUTE will inform the other party within a reasonable period of time whether PEUTE considers the complaint to be justified or unjustified and, if PEUTE does not consider the complaint to be unjustified in advance, whether PEUTE:

   i) replace the potentially defective Goods; or
   ii) reach a settlement with the other party; or
   iii) call in a loss adjuster to verify and determine the nature and extent of the defects and damage claimed by the other party. PEUTE will determine which expert is consulted and the other party will agree to this choice in advance. If PEUTE nevertheless expressly wishes the other party to explicitly agree to the choice of expert to be consulted and PEUTE and the other party cannot reach agreement on that choice, each will appoint one expert who will jointly approach an independent third expert. The three experts thus engaged will jointly conduct an investigation to verify and determine the extent and scope of the damage. The expert report thus drawn up shall be binding on the parties.

g. Until a final settlement has been agreed, the other party shall be responsible for the condition of the delivered Goods.

h. Returns of delivered Goods can and may only be made after explicit approval by PEUTE, under conditions to be determined by PEUTE. Approval of a return does not imply that PEUTE considers the complaint to be justified or acknowledges liability. The costs of return shipment shall be borne by the other party, unless PEUTE explicitly states in writing that the complaint is justified or that PEUTE acknowledges liability or that PEUTE's liability has been irrevocably established in court.

i. Under no circumstances shall PEUTE be liable to the other party or any other person for any form of special damage, trading loss, indirect damage or consequential damage, including damage due to loss of goodwill, loss of turnover or loss of profit, a disruption in production, damage to other goods or otherwise.

j. Any liability on the part of PEUTE towards the other party in connection with the Goods and their application is further limited to the damage suffered by the other party that is directly and exclusively the result of culpable conduct on the part of PEUTE and is also limited to the amount paid out under PEUTE's liability insurance in the case in question. If, for any reason whatsoever, no payment is made under PEUTE's insurance, liability shall be limited to the net amount of PEUTE's invoice to the other party relating to the delivery from which the other party's damage arises and, in addition, to a maximum of €100,000.

k. The other party is obliged to indemnify PEUTE against all claims from third parties for compensation against PEUTE in connection with the performance of any agreement entered into between PEUTE and the other party, and the other party is also liable for all costs arising from this.

6) Non-attributable failure (force majeure)

a. A failure by PEUTE to fulfil its obligations cannot be attributed to PEUTE if and insofar as this is not due to PEUTE's fault, if this failure is the result of force majeure or if this failure is not attributable to PEUTE under the law, the content of the agreement or generally accepted standards of conduct.

b. Force majeure on the part of PEUTE includes, but is not limited to: fire, flooding, natural disasters or other exceptional weather conditions, epidemics, pandemics, terrorism, cybercrime, disruption of digital infrastructure, stagnation (restriction or cessation) of supplies by public utilities, lack of fuel or other means of energy generation, no or insufficient delivery of necessary materials or raw materials to PEUTE by third parties, exceptional increase in purchase prices, loss or theft or loss of business assets or materials or information, business disruption, machine breakdown, road blockades, strikes or work stoppages, excessive absenteeism due to illness, government measures including, in any case, total or partial closure of the business, import, export or other trade restrictions, transport difficulties, war, mobilisation, unrest, as well as the circumstance that third parties engaged by PEUTE (whether or not as a result of force majeure), such as suppliers, subcontractors or transporters or other parties on which PEUTE depends, do not fulfil their obligations or do not fulfil them on time.

c. If a case of force majeure occurs, PEUTE's delivery and other obligations will be suspended and PEUTE will be entitled to postpone the delivery date for a reasonable period (or to terminate the agreement) without PEUTE being liable for any compensation to the other party. PEUTE also has the right to invoke force majeure if the circumstance giving rise to the force majeure occurs after PEUTE should have delivered its performance in accordance with the agreement.

d. If the force majeure gives rise to termination, PEUTE is entitled to compensation for the costs it has already incurred in connection with the agreement with the other party, as well as the price for any Goods already delivered. PEUTE is then entitled to invoice these costs and this price to the other party, and the other party is obliged to pay this invoice without any right of set-off, as if it were a separate contract.

7) Payment and collection

a. Payment must be made within the period specified by PEUTE or, if PEUTE has not specified a payment period, within 14 days of the invoice date at the latest, to PEUTE's bank account number. Under no circumstances may the other party set off its debt to PEUTE against any claim against PEUTE, even if the other party's claim arises from an attributable shortcoming on the part of PEUTE or if the other party's claim has been acknowledged by PEUTE.

b. Regardless of the agreed payment terms, PEUTE is entitled, both at the time of concluding the agreement and thereafter, to (i) require the other party to provide security for the payment as well as for the other obligations of the other party and (ii) suspend the delivery and other agreed work until this security is provided. If the other party fails to provide the security demanded by PEUTE, PEUTE is entitled to terminate the agreement without judicial intervention and without notice of default, without prejudice to PEUTE's other rights.

c. The mere expiry of the payment term referred to in Article 7.a shall render the other party in default by operation of law without further notice of default being required. The other party shall owe compound interest on all amounts (not paid on time) equal to 2% per month from the date on which the default commences until the date of full payment.

d. If the other party is in default towards PEUTE, the other party is obliged to reimburse PEUTE for all judicial and extrajudicial costs incurred by PEUTE, insofar as these are reasonable. The extrajudicial costs are reasonably set at 15% of the amount owed by the other party to PEUTE, with a minimum of €2,500.

e. Any payment made by the other party shall primarily serve to settle the interest owed by it and subsequently all costs incurred by PEUTE.

8) Retention of title

a. PEUTE retains title to all Goods delivered – in the event of a positive value – for as long as the other party has not or not fully settled PEUTE's claims in respect of all Goods delivered by PEUTE, including PEUTE's claims against the other party in connection with the other party's failure to fulfil its obligations towards PEUTE. This retention of title shall not be affected by the fact that PEUTE has or has not already placed the Goods or any document of title

embodying the Goods in the actual possession of the other party. PEUTE shall at all times be entitled to reclaim and take possession of the Goods referred to in this Article 8.a.

b. If and as soon as ownership of Goods delivered by PEUTE is transferred to the other party, this shall be subject to PEUTE retaining a silent pledge on these Goods as security for all claims of PEUTE against the other party on any account whatsoever, including all future claims of PEUTE against the other party.

c. PEUTE shall at all times be entitled to remove or have removed the Goods delivered by it in connection with its retention of title or its silent pledge from the other party or its holders if the other party fails to fulfil any obligation towards PEUTE or fails to do so on time. The other party must cooperate in this regard, on pain of a penalty of EUR 5,000 per day that it fails to do so after PEUTE has requested such cooperation, which penalty is not subject to judicial mitigation.

d. Goods delivered by PEUTE that are subject to PEUTE's retention of title or silent pledge pursuant to this [Article 8] may only be resold or processed by the other party in the context of normal business operations. The other party may not establish a pledge in favour of any party other than PEUTE, nor may it establish any other right.

e. In the event of resale by the other party of Goods delivered by PEUTE that have not been paid for or have not been paid for in full, the other party hereby establishes a silent pledge on behalf of PEUTE on all (current, as well as those arising from that sale, and future) claims against the party that is the purchaser of the Goods resold by the other party, as security for all that PEUTE has to claim from the other party.

9) Termination

a. Without prejudice to any other rights to which PEUTE is entitled, PEUTE is authorised to terminate the agreement with the other party without judicial intervention and without notice of default if (i) the other party fails to fulfil its obligations under the agreement (ii) the other party has filed for or been granted a moratorium on payments (iii) the other party has been declared bankrupt or an application for bankruptcy has been filed (iv) (part of) the Goods belonging to the other party have been seized, or (v) there has been a change in the control or management of the other party's business at the level of its management or at the level of its (directors or shareholders of) shareholders. Termination may take place by means of a written statement from PEUTE.

b. Without prejudice to the other consequences of termination, the other party is liable for all damage suffered by PEUTE, including PEUTE's loss of profit.

10) Final provisions - disputes and applicable law

a. All (current and future) offers made by PEUTE and (current and future) agreements with PEUTE, as well as the implementation thereof, including any legal act arising from the foregoing, are governed by Dutch law. The District Court of Rotterdam (in the Netherlands) has exclusive jurisdiction to hear any disputes between PEUTE and the other party. The provisions of the Vienna Sales Convention do not apply to the relationship between PEUTE

and the other party. With regard to the interpretation of international trade terms, the “Incoterms” as compiled by the International Chamber of Commerce in Paris apply.

b. If a dispute between PEUTE and the other party arises (in part) from a translation of these General Terms and Conditions, the text of this English version shall be binding.

c. If any provision of these General Terms and Conditions is declared invalid or unenforceable, this shall in no way affect the validity or enforceability of the other provisions applicable between the parties, and shall be separated from them. The relevant provision that has been declared invalid or unenforceable will, to the extent permitted by law, be converted into a provision that meets the legal and economic intent of the original provision.

d. Without prejudice to the provisions elsewhere in these General Terms and Conditions, all legal claims of the other party against PEUTE, including claims for compensation and performance, shall lapse and, where applicable, become time-barred within six months of the claim or entitlement arising.

These General Terms and Conditions are dated 1 June 2022 and have been filed with the Chamber of Commerce.