

## 1. Applicability of the general terms and conditions of purchase

Unless expressly agreed otherwise, these terms and conditions apply to all agreements, all requests for quotations made by ESKA and all orders placed by ESKA for the manufacture and/or delivery of goods, work and services, and any future agreements with the counterparty, also mentioned here as the other party.

## 2. Prices and method of payment

2.1 The quantities invoiced are based on ESKA's weighing slip, with deductions due to moisture in the material permitted.

2.2 Unless otherwise agreed, the invoices shall be paid within 45 days net or within 14 days after receipt of the goods and the invoice with a discount of 3 %.

2.3 The agreed prices apply DDP, i.e. including all costs and taxes that may arise in connection with the delivery, adequate packaging, transport, insurance, import and export duties, necessary certificates etc.

## 3. Delivery time and delivery

3.1 The order number must be stated on all documents, delivery notes and invoices. Each delivery must be accompanied by a consignment note.

3.2 Agreed delivery periods are always strict deadlines, so that by simply exceeding such a period the counterparty will be in default without notice of default being required.

3.3 Partial deliveries shall only be permitted after ESKA has given its written or electronic permission.

## 4. Implementation of the agreement

4.1 The goods/work/services must be performed by the counterparty in accordance with the contractually agreed performance, including all documents – unless otherwise agreed in writing in the Dutch language – which form part of the description.

4.2 Without prior written consent, the counterparty shall not be permitted to engage the services of third parties for the full or partial fulfilment of the contractual obligations.

4.3 The counterparty and third parties engaged by the counterparty shall be obliged to comply with ESKA's safety regulations.

4.5 The counterparty shall be obliged to take out and maintain insurance policies that are sufficient to cover the risks of the agreements with ESKA and the implementation thereof. At ESKA's request, the counterparty shall provide ESKA with the insurance certificates and notify ESKA of any changes.

## 5. Transfer of risk and ownership

5.1 Unless otherwise agreed in writing, ownership of all goods delivered by the counterparty to ESKA shall pass after the goods have been delivered to the delivery address. The right of ownership is full and without retention of title and/or other limited rights.

5.2 The risk of loss or deterioration of the goods shall be borne by the counterparty up to the time at which the goods have been delivered to the delivery address.

5.3 The counterparty shall waive any right of retention and right of complaint against ESKA.

## 6. Delivery and acceptance

6.1 The counterparty guarantees that the quantities and deliveries meet the specifications and ESKA's statement or the specifications that have been further agreed and that they do not have any material or legal defects. If no explicit agreements have been made in this respect, the quality and composition of the paper to be delivered shall at least meet the requirements of the then valid version of EN643 – "European List of Standard Grades of Recovered Paper and Board". In terms of quality, the deliveries shall comply with the types of waste paper agreed according to EN643 and shall be free of undesirable substances and of components that are not paper according to the definitions of EN643. The

counterparty must always carry out and document a quality control suitable for this purpose prior to delivery.

6.2 The deliveries must be distributed as evenly as possible over the delivery period on the basis of ESKA's (weekly) planning. Agreed delivery periods are considered final and must be met by the counterparty. The counterparty must inform ESKA immediately in writing or by e-mail if a delay in delivery is expected or has arisen.

6.3 Consignments of paper shall be inspected by an ESKA inspector or by a third party appointed by ESKA for this purpose. This fulfills ESKA's obligation to review and investigate. The counterparty will be notified of obvious defects. This does not affect the condition that the delivered goods must be free of defects after inspection or otherwise.

6.4 ESKA shall be entitled to test the paper offered by the counterparty or on the counterparty's behalf, to declare it to be faulty and to refuse it if the consignment of paper does not meet the requirements within the meaning of Article 6, 7 and 12.

6.5 The moisture content in the paper shall not exceed that laid down in the latest standard specification in EN643. ESKA may refuse any shipment containing paper with a higher moisture content or, at ESKA's discretion, deduct the deviations from the weight.

6.6 If a shipment of paper is declared to be defective, ESKA shall notify the counterparty immediately. Complaints from ESKA in connection with defects shall still be considered timely if they are received by the counterparty within 5 working days of receipt of the goods or, in the event of invisible defects, within 5 working days of their discovery.

6.7 The transfer of ownership of the materials shall take place after acceptance and unloading by ESKA. Acceptance of a delivery and payment shall not be regarded as recognition that the delivery has been made in accordance with the regulations.

6.8 Costs which are directly or indirectly related to deliveries with defects or deliveries which are not in accordance with the contract shall be borne by the counterparty.

6.9 The costs and risk of returning defective materials or deliveries not in accordance with the contract shall be borne by the counterparty.

6.10 This shall not affect ESKA's further claims to contractual or legal guarantee.

## 7. Origin and quality control

7.1 Paper deliveries are based on transparent supply chain management. For this reason, the counterparty must clearly disclose the origin of the paper and support the verification of this origin. With every delivery, the other party must draw up and hand over to ESKA a delivery document showing the following: the name and identification of the other party, the transport company, the identification of the truck and trailer, the time and place of loading, the goods delivered according to the classification of paper as laid down in EN 643, the net weight, the indication whether it is loose material or the number of bales as well as the origin of the paper.

7.2 The consignments originate from collections of paper from households, offices or industry within the areas agreed by the counterparty with ESKA. The counterparty guarantees that collection and/or purchase contracts have been concluded with the organisations involved, so that the delivery of the agreed quantities and qualities is guaranteed. ESKA may require proof of these contracts to be produced.

7.3 The counterparty shall keep the paper flow from the sources referred to in Article 7.2 strictly separate from other paper flows.

7.4 The counterparty guarantees to ESKA that the quantities delivered do not originate from or have been collected separately from the collections listed below and to the best of its ability and may, as far as possible, not contain any of the components listed below:

- Material from hospitals;
- Paper that has been mixed with waste and/or food waste;
- Bags intended for use with chemicals and/or foodstuffs;



- paper and cardboard used as covering material, e.g. for covering furniture during repair and/or painting work;
- Shipments that consist of copy paper that is free of carbon;
- Paper used for hygienic purposes;
- Old archives, which may contain PCBs.

## 8. Defects

8.1 In the event of a defect, ESKA shall have the choice, without further notice of default being required, (1) to apply an appropriate discount to the price at its own discretion, or (2) to dissolve the agreement.

8.2 Costs for returning faulty goods shall be borne by the counterparty.

8.3 If only part of the goods is defective and therefore, in ESKA's opinion, the remaining part of the total delivery is unusable or no longer relevant, ESKA shall be entitled to return the total delivery and, if ESKA so desires, to demand a redelivery from the counterparty.

8.4 In the event that the counterparty fails to comply with its obligations as a result of force majeure or unforeseen circumstances, ESKA shall be entitled to dissolve the agreement in whole or in part, without the counterparty being entitled to any compensation.

## 9. Liability

9.1 The counterparty shall be liable for all damage caused by the counterparty, its personnel, third parties engaged by it, and third parties engaged by third parties.

9.2 The counterparty shall indemnify ESKA in the event that a third party sues ESKA as a result of an error on the part of the counterparty. All costs involved shall be borne entirely by the counterparty.

9.3 Persons who are on ESKA's factory premises within the scope of the contract must comply with all regulations applicable there. ESKA is not liable for accidents in which these persons are involved. The counterparty indemnifies ESKA against any claim that employees of the counterparty or third parties engaged by it in the performance of the agreement may have, inter alia pursuant to Article 7:658 of the Dutch Civil Code.

## 10. Code of Conduct, integrity and compliance

10.1 The counterparty must endorse the principles of the United Nations Global Compact and act in accordance with these principles, which are summarised below in four themes:

- a) Human rights (equivalent to the Universal Declaration of Human Rights): protection of human rights, no complicity in human rights violations;
- (b) Work (in accordance with ILO principles): protection of freedom of association, abolition of forced labour, child labour and discrimination;
- c) Environment: Supporting environmental and responsible action, promoting environmentally friendly technologies;
- d) Anti-corruption: prevention of corruption in all its forms, including extortion and bribery;

10.2 The counterparty shall ensure that all relevant statutory provisions in its area of responsibility are complied with, particularly in the case of third parties involved in the provision of services. This applies in particular to compliance with anti-corruption, antitrust and data protection laws and all obligations arising from European, US and other economic, trade and financial sanctions.

10.3 The counterparty undertakes, in particular the employees charged with the contractually agreed tasks and activities, to familiarise itself with the relevant data protection regulations and to oblige them to maintain the confidentiality of data. Insofar as the counterparty processes personal data, it is obliged to enter into an additional agreement in advance in which the details of the data processing are regulated in accordance with the GDPR (General Data Protection Directive; EU 2016/679)

10.4 The counterparty shall ensure and declare that its own personnel employed by subcontractors are not included in

any of the sanctions lists in accordance with Regulation (EC) 2580/2001 and Regulation (EC) 881/2002 (anti-terrorism regulations) or similar foreign (in particular US) lists, in their respective versions, and that the parties and their subcontractors will not use such personnel.

10.5 The counterparty undertakes to comply with minimum social standards in their business activities. This applies in particular to the age, remuneration and working hours of employees, safe and healthy working conditions, the right to freedom of assembly, the prohibition of discrimination and compliance with environmental legislation.

10.6 The counterparty shall refrain from making gifts and donations to employees, bodies or auxiliary organisations to which ESKA or its employees are affiliated.

10.7 Violation of the provisions of paragraphs 1 to 6 shall entitle ESKA to withdraw from or terminate the contract on the basis of serious grounds.

10.8 The counterparty shall make it possible to monitor compliance with paragraphs 1 to 6 under this article by ESKA itself or by third parties who are obliged to maintain confidentiality. To this end, the counterparty shall immediately provide information at ESKA's request, shall immediately provide all necessary information (e.g. documents) and enable ESKA or third parties authorised on behalf of ESKA to view and/or investigate the situation on site after reasonable prior notice.

## 11. Sustainability

11.1 The counterparty is aware that ESKA wishes to limit the environmental impact of its business operations. The counterparty declares that it will make every effort to limit as much as possible the environmental impact caused by the goods it supplies and/or services rendered, including by using less environmentally harmful materials and products as much as possible.

11.2 At ESKA's request, the counterparty shall immediately make all relevant information available regarding the environmental impact of the goods and services.

11.3 The counterparty shall inform ESKA in writing before the (first) delivery if it uses materials or products of which it is known that they pose or may pose a risk to people or the environment on their own or through the combination with other materials or products.

## 12. Special provisions for paper deliveries from and to foreign countries

12.1 The counterparty shall ensure that all regulations and standards of (1) the State where the paper for recycling is to be collected (sending State), (2) the States whose territory is crossed during the transport of the paper for recycling (transit States) and (3) the State where recycling takes place (receiving State) are complied with.

12.2 In addition to the respective national law, the corresponding standards of European and International Law must also be observed. This obligation includes, in particular, the provisions of Regulation (EC) No. 1013-2006

12.3 In implementation of Regulation (EC) No. 1013-2006, the other party shall draw up Annex VII documents for paper for recycling of foreign origin and ensure that transporters do not leave the loading bays without the Annex VII document from Regulation (EC) No. 1013-2006 correctly drawn up and signed by the other party

## 13. Applicable law and competent court

13.1 All relations between the parties are subject to Dutch law/the law of the Netherlands. The Vienna Sales Convention is hereby expressly excluded.

13.2 All disputes that may arise between the parties will be settled exclusively by the judge in Groningen.

