

Article 1. Definitions

Contractor	natural or legal person who provides services of collection, transport, treatment and disposal of Waste for Indaver or who is the other party to any agreement with Indaver.
Cost Stream	that portion of the Waste with a negative value for which Indaver shall pay a fee to the Contractor.
Indaver:	Indaver Group entities, or its associated companies.
General Outlet	these general terms and conditions of Indaver
Conditions	
Order	the purchase request from Indaver, including the accompanying documents.
Revenue Stream	that portion of the Waste with a positive value for which the Contractor shall pay a fee to Indaver.
Services	the collection, the transport, the treatment and the disposal of Waste, supplied by the Contractor, as described in Indaver's Order.
Waste	the waste streams of the Waste Supplier as described on the Order.
Waste Supplier	the party with whom Indaver has concluded an agreement for the treatment disposal of waste.

Article 2. Applicability General Outlet Conditions

1. These General Outlet Conditions apply to all offers/quotations by the Contractor for the provision of Services for Indaver and to all Orders placed by Indaver.
2. Parties declare and confirm that each clause of these General Outlet Conditions is proportionate to the whole of the other clauses, that the rights and obligations of those deriving from the General Outlet Conditions balance each other and that the Contractor has had an effective opportunity to negotiate the clauses and have an influence on their content.
3. In the event of inconsistency between the documents shall apply the following order of precedence:
 - a. Order
 - b. General Outlet Conditions
4. The application of (general) terms and conditions of Contractor is hereby expressly excluded.
5. The Contractor may only invoke clauses deviating from these conditions if these have been expressly accepted by Indaver in writing.
6. The Contractor with whom once a contract has been concluded on the basis of these General Outlet Conditions, agrees to the applicability of these conditions to subsequent agreements between him and Indaver, unless otherwise agreed in writing between the parties.

Article 3. Offers, instructions and agreements

1. All requests for quotations made by Indaver are non-binding.
2. Quotations made by the Contractor have a minimum period of validity of 6 months.
3. References to quotations from the Contractor only concern the technical specifications and/or implementation modalities.
4. Orders can only be placed in writing.
5. Indaver is only bound by the Contractor's offers if and as it has accepted them in writing. Verbal commitments or agreements made by or with its personnel do not bind Indaver until after and insofar as it has confirmed them in writing.

Article 4. Collection and transport by Contractor

1. The Contractor is responsible and liable for the collection and transport, including loading and discharge, of the Waste.
2. The collection shall take place after consultation between the Parties. The Contractor shall adhere to the agreed place and time of collection. The Contractor undertakes to provide qualified personnel. The Contractor, his carrier and all those working on their instructions, are obliged to comply with the safety instructions.
3. The Contractor shall provide suitable collecting containers and/or other receptacles. The equipment must be in a sound and presentable condition, meet all necessary (legal) requirements and be fit for the performance of the Services.
4. The Contractor must ensure that the transport takes place in compliance with the obligations mentioned in the legislation and licences, including - but not limited to - the CMR (if applicable), the Waste Shipment Regulation (if applicable) and the regional waste legislation.
5. If the Waste is carried across the border via 'Green List' Annex VII or via an approved transboundary (WSR) notification dossier, the Contractor must comply with the legal provisions, obligations and liabilities under the Waste Shipment Regulation. The Waste will also be accompanied, from collection, by all the consignment documents legally required at the time.
6. In the event the transport is carried out by the Contractor, the Contractor is responsible for the transport under Incoterms 2020 Ex Works, "place of collection to be added", whereby the Contractor is responsible for the loading of the goods, all export procedures, for onward transport and for all costs arising after the collection of the goods.

Article 5. Transport by Indaver

1. In the event that the transport is carried out by Indaver, Indaver is responsible for the transport under application of Incoterms 2020 "Delivered At Place", whereby Indaver is responsible for arranging the transport and delivery of goods ready for unloading at the point of arrival, at the named destination. In that case, the Contractor is responsible for customs clearance and applicable local taxes or import duties.

Article 6. Treatment Site

1. Treatment and/or disposal of the Waste takes place on the Contractor's treatment site as stated in the offer/quotation. If it is impossible for the Contractor to treat and/or dispose the Waste at the treatment site, he shall inform Indaver (ordermanagement@indaver.com) of this in writing as soon as possible. Planned shutdowns are reported to Indaver in good time in advance. Unexpected shutdowns are reported immediately if they affect the provision of Services. The Contractor must guarantee continuity in the best possible way.
2. The Contractor shall immediately inform Indaver in writing of any change in treatment method. This change must be approved by Indaver, who will not unreasonably withhold its approval. This right on Indaver's part does not in any way detract from the liability of the Contractor.

Article 7. Ownership and risk

1. Ownership Waste
 - a. For the Cost Stream
The Contractor becomes the owner of the delivered Cost Streams at the time of the final acceptance of the Waste by the Contractor, in particular at the same time that the risk related to the conformity passes.
 - b. For the Revenue Stream
Indaver shall remain the owner of the delivered Revenue Streams until full payment of all claims that Indaver has against the Contractor, both in terms of principal, interest and costs. Nevertheless, the risk with regard to transport and the conformity of the Waste shall pass to the Contractor as defined in article 7.2 hereafter. The Contractor shall also bear the risk of the loss of the Waste as soon as it sees fit that the revenue stream is delivered.
2. Risk Waste
In the event the transport is carried out by the Contractor, the risk with regard to the transport of the Waste, will pass to the Contractor from the start of the loading of the Waste onto the transport on the site of the waste producer. The risk with regard to the conformity of the Waste shall only pass to the Contractor insofar as the Waste has not been rejected. Refusal of the Waste is only possible under the following conditions:
 - a. if the Waste does not correspond to the provided information or does not meet the Acceptance Criteria as mentioned on the offer/quotation; AND
 - b. in the event the transport is carried out by the Contractor, at the latest within 3 hours for bulk cargoes / 1 working week for packaged cargoes, from the moment that the Waste was received at the site of the Waste supplier, more specifically from the start of loading of the means of transport on the site of the Waste Supplier, in the event the transport is carried out by Indaver, at the latest within 3hours for bulk cargoes / 3 working days for packaged cargoes, from the moment the Waste was received at the treatment site; AND
 - c. subject to written notice to Indaver, with a statement giving reasons for the refusal and accompanied by the necessary evidence (such as analysis results, photos, etc.), as well as the purchase order number of Indaver.
 The Contractor shall inform Indaver of the intended refusal without any delay, and this to ordermanagement@indaver.com and preferably also via the contact persons of Indaver. Refusal is furthermore only possible insofar as the Waste has not yet been mixed with other waste or material. If the Waste was rejected by the Contractor in due time in accordance with the aforementioned conditions, Indaver shall provide a solution for the rejected Waste promptly and in a suitable manner. As long as the rejected Waste is on the Contractor's site, the Contractor must exercise due care and attention. If there has been no refusal or if the aforementioned conditions have not been met, the Contractor is considered to have accepted the Waste and the risk regarding conformity of the Waste shall pass to the Contractor.

Article 8. Composition of the Waste

1. Indaver shall provide the Contractor with any and all information regarding the nature and composition of the Waste to the extent and insofar it receives this information from the Waste Supplier, without accepting any liability concerning the accuracy of the provided information, and without discharging the Contractor of his responsibility and liability to verify and control the Waste. This control of the Waste (including sampling, analysis, non-exhaustive) should be done according to good standards and shall be fully carried out by the Contractor.

Article 9. Rates and prices

1. The rates are the fees that Indaver will pay to the Contractor for the Cost Streams. The rates are the sole and total fee for the delivered Services. They represent the full fee for all work by the Contractor and all direct and indirect costs incurred by the Contractor in connection with the execution of the Services. If applicable, monthly and daily rates must be submitted as soon as they are known to the Indaver contact persons. For monthly rates for Waste, this must be done no later than 5 days after publication of the index, for daily rates, no later than 5 days after delivery. The rates are tva excluded, including environmental taxes, rejected costs and surcharges and inclusive of other government-imposed levies and taxes as officially valid on the day of placing the Order, unless otherwise agreed herein.
2. The prices are the fees that the contractor will pay to Indaver for the Revenue Streams. If applicable, monthly and daily prices must be submitted as soon as they are known to the INDAVER contact persons. For monthly prices for Waste, this must be done no later than 5 days after publication of the index, for daily prices, no later than 5 days after delivery. The prices are tva excluded, including environmental taxes, rejected costs and surcharges and inclusive of other government-imposed levies and taxes as officially valid on the day of placing the Order, unless otherwise agreed herein.
3. Rate and price changes can only be applied with the express prior written consent of the other party. Unilateral rate or price changes are null and void at all times.

Article 10. Invoicing and payment conditions

1. For the Cost Stream
The invoices must be accompanied by a treatment certificate and all other legal documents to be supplied, mention the Po (purchase order) number of Indaver and must be addressed to: invoices@indaver.be for Belgium, invoices@indaver.nl for The Netherlands, accounts@indaver.ie for Ireland and accounts.uk@indaver.co.uk for United Kingdom. The invoices will be drawn up per Waste Supplier, per site and per stream. The invoices are payable thirty days after invoice date at the end of the month.
2. For the Revenue Stream
The Contractor shall provide Indaver with a monthly overview of the delivered Revenue Streams, including the request for invoicing, at the latest before the fifth working day of the following month. The overview must be accompanied by a treatment certificate and all other legal documents to be supplied. The overviews are drawn up per Waste Supplier, per site and per Waste Stream. The overview should be addressed to customerinvoicing@indaver.com for Belgium and The Netherlands, customerinvoicingIE@indaver.com for Ireland and customerinvoicingUK@indaver.com for United Kingdom. Invoices are payable within 30 days of invoice date. In the event of late payment, interest of 7% (seven) is due 30 (thirty) days from invoice date, without the need for written notice. In the event of late payment fixed damages are payable in the amount of 12% of the invoice amount, without prejudice to the entitlement to higher damages, e.g. if higher damages are provided for by law or if the existence of a higher claim is proven.
3. Indaver is authorised to offset the rates against the prices owed by the Contractor or other fees owed to Indaver. Contractor is not authorised to offset the rates.
4. Determination weight. The weight of the presented Waste, on which the rate and/or the price calculations are based, is determined by the Contractor using calibrated equipment that complies with statutory regulations.

Article 11. Warranties and liabilities

1. Warranties Contractor
The Contractor warrants that he shall, and shall procure that its subcontractors shall, at all times and regarding all the aspects of the Services:
 - a. comply strictly with any and all legislation (such as, but not limited to excise duty legislation);
 - b. comply with all safety regulations and has adequately informed and trained all persons working on behalf of the Contractor in the required safety regulations, as well as in the event of an infringement, will immediately inform Indaver and remedy the situation;
 - c. and obtain all necessary licenses (such as, but not limited to an environmental permit) and ensure that these are valid and in full force and effect;

If the Contractor, for whatever reason, is not able to deliver the Services, as provided in the Order, Indaver shall be allowed, at its discretion, to call on an alternative party (potentially, but not limited to, an alternative waste processor) to perform those Services that the Contractor has failed to deliver, whereby any price difference and all additional costs are at the expense of the Contractor.
2. Liabilities
 - a. Without prejudice to any other rights, the parties will be liable towards each other and each party will indemnify the other for all consequences, but excluding consequential damages, including loss of turnover/loss of profit (non-limitative list), arising from or arising in connection with the execution of the Services, provided that such consequences are due to an act, omission, negligence or default by this party and its employees or agents, up to the lesser of the following two amounts: either the turnover value of this Order or the maximum amount of EUR 500,000.00.
 - b. The limitations of liability mentioned under (a) shall not apply to: (1) any liability for bodily injury or death of any person; (2) any liability arising from fraud, deception, intent or gross negligence on the part of any party.
 - c. The aforementioned liability exclusions and limitations in article 11.2 also apply to employees, directors, appointees and affiliated companies of Indaver. The Contractor confirms not to seek (extra)contractual recourse against the aforementioned persons.

Article 12. Insurances

1. The Contractor shall at its own expense take out the legally required insurances as well as a civil (third party) liability insurance with sufficient guarantees to be able to cover at least the liabilities as provided for in article 11.2.a. In the context of the guarantees provided by this policy, Indaver is considered a third party.
2. These insurances will not affect the Contractor's liabilities as provided for in article 11.2.a. The Contractor will warrant that his subcontractors will also have the same insurances at their disposal.

Article 13. Term and termination

1. The General Outlet Conditions are deemed to be in force until at least the moment of completion of the Services, without prejudice to the duration of the guarantees to which the Contractor is bound
2. If Contractor fails to fulfil one or more of his obligations, fails to fulfil them on time or properly, is declared bankrupt or is threatened with bankruptcy, is insolvent, will be liquidated, a provisional administrator is appointed, his goods seized, is on strike, is guilty of repeated non-payment, requests an (extra-judicial) agreement or in the event of similar events or acts on the part of the Contractor in accordance with the legislation, Indaver is entitled to suspend the execution of the Services or to terminate the further execution of the Services in whole or in part by means of a written statement without prior notice of default, all this at its discretion and always without prejudice to any right to compensation for costs, damage and interest to which it is entitled.

Article 14. Confidentiality and intellectual property

1. The Contractor must observe strict confidentiality with regard to confidential information obtained from Indaver, including technical, financial and business information and know-how.

2. The Contractor and Indaver shall respect the applicable privacy legislation at all times. For privacy related matters, Indaver can be contacted via privacy@indaver.com.

Article 15. Force Majeure and hardship

1. Force majeure means any exceptional circumstance or event beyond the reasonable control of the parties, which is unforeseeable and unavoidable and which temporarily or definitively prevents the execution of the Services.
2. If the parties are unable to fulfil their obligations in time as a result of force majeure, this delay shall be accepted for the scope and duration of the force majeure. The party affected by force majeure shall notify the other party in writing of the nature, commencement date and expected duration of the force majeure as soon as it becomes aware of the force majeure.
3. In the event of a situation of force majeure which prevents the performance of the Services by the Contractor for more than 5 working days, Indaver has the right to terminate the performance of the Services, without any right to compensation for the Contractor. In the event of a situation of force majeure which prevents Indaver from offering Waste for more than one month, the Contractor has the right to terminate the performance of the Services, without any right to compensation for Indaver.
4. Hardship means any unforeseeable change of circumstances, unattributable to the debtor, which excessively aggravates the execution of the agreement between the parties. The parties agree that under no circumstances may they invoke such unforeseeable change of circumstances in order to obtain an adjustment or a termination of the agreement between the both of them.

Article 16. Sustainable procurement – Supplier Code of Conduct

1. Indaver strives for a sustainable procurement policy and expects its suppliers to support the principles set out in the "Supplier Code of Conduct", which can be consulted via https://indaver.com/fileadmin/indaver/Documents/Group/Indaver_SupplierCodeOfConduct.pdf.
2. The Contractor guarantees to comply with the "Supplier Code of Conduct" of Indaver at all times and at its own expense in the absence of which Indaver has the right to impose remedial measures or to terminate the execution of the Services with immediate effect.
3. The Contractor undertakes to comply with all Legislation, including those related to economic embargoes and sanctions, and it explicitly confirms that neither the Contractor, nor, to the knowledge of the Contractor, any director, officer, agent, employee, subsidiary or controlled affiliate, or other person acting on behalf of the Contractor, is dealing with or linked to an entity or person that is: (i) the subject of any EU or international sanctions (including, but not limited to, the UN Security Council Consolidated List); or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of sanctions (e.g. by the UN, EU, UK or USA) that broadly prohibit dealings with that country or territory or a country or territory that is considered as a high risk country or territory.
The Contractor will indemnify Indaver and its Affiliates, for any claim by a third party that is the result of the fact that the above obligations were not complied with by the Contractor.

Article 17. Severability

1. If one or more provisions of these General Outlet Conditions is or are null and void or otherwise non-binding, this shall have no effect on the validity of the other provisions. Parties shall then undertake to make an arrangement or arrangements that approach as closely as possible the meaning of the non-binding provision(s).

Article 18. Disputes

2. Without prejudice to the Contractor's obligation to comply with applicable legislation, all issues, questions and disputes relating to the Order or the Services shall be governed by the law of the place of jurisdiction where the ordering Indaver entity has its registered office. Such a law shall apply to the exclusion of any other choice of law or any other local, foreign or international conflict of law rules which might render applicable another system of law of another jurisdiction. Application of the Vienna Convention on Contracts for the International Sale of Goods and the New York Convention on the Restriction of International Sales of Goods are expressly excluded.
3. If any claim or difference of opinion or dispute of any kind with regard to the Order and the Services (hereinafter "Dispute") arises between the parties and cannot be resolved through mediation by the parties themselves, such a Dispute shall be settled exclusively and ultimately by the courts having jurisdiction over the place where the ordering Indaver entity has its registered office. The Dutch text of the General Outlet Conditions always takes precedence over the English translations thereof.