

ACCEPTANCE REGULATIONS OF Van Werven BIDDINGRINGWEG

hereinafter referred to as: regulations,
on accessing, supplying and depositing at the processing establishment of:

**Van Werven Biddinghuizen
Biddingringweg 23
8256 PB BIDDINGHUIZEN**

As available for inspection on our website: <https://www.recyclingplastics.nl/onze-vestigingen/biddinghuizen>

Article 1: In these regulations, the following definitions apply:

1.1 Van Werven:

Van Werven Biddinghuizen

1.2 Provider:

The person by whom or on whose behalf waste is offered for treatment.

1.3 Acceptor:

The person appointed by or on behalf of the management of VAN WERVEN who is charged with assessing the quality of incoming transports.

1.4 Waste:

All waste which the legislature has determined to be classified as such.

1.5 Weighing master:

The person appointed by or on behalf of the management of VAN WERVEN who is responsible for registering incoming and outgoing transports.

1.6 The layout, the terrain:

The processing facility operated by VAN WERVEN at Biddingringweg 23 in Biddinghuizen and the associated supply road / entrance / weighbridge, as well as the immediate environment.

1.7 Management:

The management of VAN WERVEN appointed by or on behalf of the management of VAN WERVEN.

1.8 Environmentally harmful substances:

All substances and products containing these substances, which the legislator in the various legal regulations, ministerial decrees, etc. as substances, harmful to human health and the environment and furthermore all other substances of which the supplier / transporter knew or should have known on the basis of existing social insights that the introduction of these substances into the environment is harmful to human health and the environment.

1.9 Carrier:

The person who actually supplies or disposes the (waste) materials.

Article 2: Application of the regulations

- 2.1 These regulations apply to all activities on site, including the supply and presentation of waste to the waste treatment facility and the disposal of materials and products. By entering the site, everyone is deemed to agree with the content of these regulations.
- 2.2 Deviations from the regulations are only valid as far as they have been accepted in writing by the management. Deviations only apply for the duration and/or quantity as stipulated in an agreement between the provider/carrier and management. Deviations may in no way conflict with current legal provisions.

Article 3: Opening / entering the site

The site of the waste treatment facility is open from Monday to Friday from 07:00 to 17:00, unless otherwise agreed with the management.

- 3.1 It is forbidden to enter the site outside the aforementioned opening hours without permission from VAN WERVEN (Art. 461 WvStr.) or to deposit (waste) substances.
- 3.2 When entering the site, everyone must immediately report to the weighing master. It is not permitted to deposit substances and/or load materials present on the site before having reported to the weighing master and having obtained permission from the weighing master to deposit the substances and/or load the products.
- 3.3 Safety rules apply on site. Drivers entering the premises are obliged to immediately follow all instructions provided by or on behalf of the weighing master or acceptor. A driver may not leave the vehicle without the permission of the weighing master or acceptor. Wearing safety shoes and reflective safety clothing is mandatory on site.

Article 4: Offer and acceptance of waste

- 4.1 Waste must be supplied in such a way that it does not give rise to atomization and that none of the cargo is lost along the way.
- 4.2 The following waste may be presented on the basis of the permit:
 - a. Raw materials, building materials and waste materials that are suitable for reuse;
 - b. Wood, green waste, wood chips and secondary fuels (including biomass);
 - c. Plastics.
- 4.3 prohibited to offer the following (waste) substances:
 - a. Environmentally harmful substances;
 - b. Waste contaminated with environmentally harmful substances;
 - c. Closed or partially filled drums, drums, canisters and packaging materials, the contents of which cannot be directly controlled;
 - d. Substances that are toxic, cause unpleasant odors, may cause damage to human, animal and crop health, are self-flammable and explosive (including batteries) and substances that are in a state of combustion;
 - e. Radioactive substances, substances emitting ionising radiation and materials exposed to such radiation which can be expected to emit such radiation;
 - f. Infectious hospital waste, needles, anatomical-pathological waste, carcasses of laboratory animals, contaminated dressings and any other contaminated waste;
 - g. Carcasses or parts thereof, offal, fish waste, feces and other substances covered by the Rendering Act;
 - h. Roofing felt, bituminous or tar-containing roofing products, not previously mentioned, mixed with other types of waste;
 - i. Industrial waste, not previously mentioned;
 - j. Construction and demolition waste, not previously mentioned;

- 4.4 Notwithstanding the provisions of Article 4 (2), the management of VAN WERVEN is at all times entitled to refuse waste offered with or without giving reasons. Unacceptable materials must be disposed of immediately.
- 4.5 Upon arrival at the site, the carrier is obliged to have the type, nature, composition, size and origin of the cargo determined by the weighing master or acceptor. The transporter of waste will, on request, provide a written statement of the compositions and place of origin of the waste at the first request of the weighing master.

For all shipments with which waste is offered, both national and international shipments, the applicable regulations and procedures must be followed. The transport accompanying forms must be completed as completely as possible and the completed data must be stated truthfully. The carrier also provides the name and address of the provider.

If the disposer, the place of origin, the composition of the waste, the waste stream number (if applicable), the category of the waste and other information in accordance with the regulations is not immediately provided, or this cannot be confirmed immediately in writing, VAN WERVEN has the right at any time to refuse the waste offered or to suspend the deposit of the waste on the site.

If false or incorrect information is provided, the disposer / transporter is liable for all damage and costs that must reasonably be incurred to process or remove the offered substances.

- 4.6 Settlement of offered batches of waste takes place on the basis of the weight of the accepted lot, unless the management of VAN WERVEN decides otherwise. The weight shall be determined on the weighbridge on the premises of the establishment. The net weight determined after weighing and weighing is binding for the set-off.
- 4.7 The acceptor is entitled to attach further conditions of a processing technical nature to the acceptance of waste. The acceptor will designate the transporter a place where the offered waste must be deposited. The waste may only be unloaded and disposed of in accordance with these instructions. The means of transport must only be opened after the consent of the acceptor and deposited at the place indicated by the acceptor. After this, the acceptor determines whether contamination is present and if so, how much. The pollution rate estimated by the acceptor is binding. Only then is the cargo definitively accepted for processing.
- 4.8 If waste is deposited without the permission of the management of VAN WERVEN or in deviation from the instructions of the acceptor and/or in violation of these regulations, the depositor/transporter will be obliged to dispose of these substances immediately at the first request of the management of VAN WERVEN. If the carrier / provider does not comply with this request, it is in default without notice of default being required and the acceptor is entitled without any further notice of default to immediately take all measures that are reasonably required to remove the deposited substances or have them removed. In that case, the transporter / supplier will owe VAN WERVEN, in addition to full compensation, a fine of € 1,000.00 for every ton of waste that has been deposited on the site either without the permission of the management of VAN WERVEN, or contrary to the instructions of the acceptor or otherwise in violation of these regulations.

If the deposit costs have already been paid in advance, a refund will only take place after settlement of costs incurred by VAN WERVEN and after settlement of the fine due.

- 4.9 Insofar as there is doubt about the presence of environmentally harmful substances in offered or already deposited material, VAN WERVEN is entitled to take samples of the material in question, which are examined at the expense of the provider. Pending the outcome of the examination of the material offered, this material may not be deposited.
- 4.10 If waste is or has been deposited without the consent of the management or in deviation from the instructions of the acceptor or in violation of these regulations, the depositor / transporter will be liable for all costs that must be incurred to dispose of the waste in question in accordance with the current legal regulations to the satisfaction and discretion of VAN WERVEN or the competent authority. These costs also include the costs of making provisions to prevent or eliminate (further) soil and / or other contamination as a result of the deposited waste, storage and transport of the waste to be disposed of, cleaning and processing of the removed waste and costs of legal assistance (both in and out of court) that must be incurred to actually dispose of the waste deposited without permission. as well as costs of legal aid - both in and out of court - which must reasonably be incurred in order to recover the costs owed by the depositor as a result of the deposit of the waste without permission.
- 4.11 Depositing on the site of any substance referred to in Article 4.3, or any other environmentally harmful substance, will not be permitted under any circumstances. If such substances are nevertheless deposited on the site (with or without the consent of the acceptor), the supplier and the transporter remain jointly and severally liable to VAN WERVEN for the presence of these substances, as well as for all costs that must reasonably be incurred to dispose of and process these substances and any resulting contamination, without prejudice to the liability of the preceding paragraph.

The supplier and the carrier unconditionally indemnify VAN WERVEN against all claims that third parties may assert against VAN WERVEN in respect of the substances deposited by the supplier / carrier.

- 4.12 For quantities larger than 100 m³, prior consultation about offer / deposit must take place with VAN WERVEN. VAN WERVEN expressly reserves the right - even if permission to deposit quantities larger than 100 m³ has been granted - to withdraw or change this permission and to limit the quantity to be deposited and to no longer allow the actual deposit if, in the opinion of the management, this is necessary and/or prohibited for organizational and/or environmental reasons.

Article 5: Disposal of processed materials / products

- 5.1 Waste must be disposed of in such a way that it does not give rise to atomization and that none of the cargo is lost along the way.
- 5.2 When disposing of processed materials / products, the transporter / driver is responsible for the amount of loaded materials / products. Before loading, the transporter / driver indicates to the weighing master on which material and which tonnage or number of big bags can / may be loaded. The driver also ensures that the load is secured in accordance with the regulations, cannot (move) and remains upright in such a way that the load can be safely unloaded at the recipient, without material being wasted. All costs arising as a result of overturning, shifting cargo, including costs arising from complaints about this from the receiving party, shall be borne by the carrier.
- 5.3 The delivered materials / products are transported at the expense and risk of the customer, unless expressly agreed otherwise in writing.

- 5.4 The quality and composition of the materials to be supplied shall be deemed to have been accepted by the customer:
 - a. on delivery off-site: as soon as the material has been loaded into or onto the means of transport;
 - b. in the case of free delivery: as soon as the material has been delivered and unloaded on site.
- 5.5 The settlement of disposed materials / products can take place based on the size or weight of the loaded batch. When determining the size of the lot, the amount of loaded, loose material shall be taken into account. The size determined by the recycling master is binding.
- 5.6 The weight is determined on the weighbridge present at the respective loading location. The weight determined after weighing and weighing is binding for the settlement of quantities.
- 5.7 During the transport, on behalf of VAN WERVEN, of materials to be delivered to the delivery address, the composition of the cargo may not be changed.

Article 6: Liability

- 6.1 The provider / transporter is liable for the damage caused by him, his employees or the equipment used by him, or the waste or other materials supplied or removed by him, to employees and property of the management or of third parties, working for the management.
- 6.2 In the case referred to in Article 5 paragraph 1, the supplier / carrier indemnifies the management against all claims for damages from third parties, regardless of the cause of the damage.
- 6.3 If someone offers or deposits on behalf of the provider/ carrier, both the provider, the carrier and their representative(s) are jointly and severally liable for the damage referred to in this article.
- 6.4 The management accepts no liability for entering and driving on the premises.
- 6.5 The provider / transporter must not cause any nuisance or interfere with the normal course of business on the processing device.
- 6.6 After acceptance of the recipient of the delivered material, VAN WERVEN loses all responsibility for the quality and composition of the delivered material. VAN WERVEN can therefore not be held liable after acceptance for any consequences of the quality and composition of the delivered goods. See Article 5(5).

Article 7: Retention of title

- 7.1 In the event of non-compliance by the recipient with any obligations towards VAN WERVEN, the latter is entitled to declare the agreement dissolved without prior notice of default and judicial intervention and to take back the delivered materials.
- 7.2 IN the event referred to in paragraph 1, VAN WERVEN will be entitled to unhindered access to the delivered material, whereby the recipient already assumes the obligation to cooperate fully with VAN WERVEN in order to exercise this retention of title by taking back the material supplied by VAN WERVEN.

Article 8: Disputes

- 8.1 In the event of a difference of opinion with regard to the criteria to be used for waste offered, the opinion of the management of VAN WERVEN is binding.

Article 9: Final provisions

- 9.1 Where reference is made in these regulations to certain environmental legislation, the environmental legislation that has replaced it should be read, where appropriate.

- 9.2 Without prejudice to the foregoing, its General Terms and Conditions apply additionally to the offer and deposit of waste and other services of VAN WERVEN B.V., available for inspection at the head office of VAN WERVEN in Oldebroek. A copy will be sent on request.