

1. Definitions

In these terms and conditions, the following definitions apply:

Acceptance: The determination, at the latest at the processing, treatment, and/or disposal facility, that both the Waste Materials themselves and the manner in which they are offered comply with the Agreement.

Acceptance Conditions: The instructions provided by or on behalf of Cores Environment to the client regarding the scope, nature, properties, and composition of the Waste Materials, as well as the manner in which they must be offered to the collector, processing, and/or disposal facility.

Activities: All services, contract work, consultancy, sales, and rental by Cores Environment and/or third parties engaged by Cores Environment, as well as all other activities by Cores Environment, regardless of their designation or characterization, performed under the Agreement with the Client.

Waste Materials: Substances the Client wishes to dispose of.

Processing and/or Treatment Facility: The facility where (waste) materials are prepared for reuse, recovery, or treatment, or where (waste) materials are transferred.

Cores Environment: Cores Environment B.V. and all directly or indirectly affiliated companies involved in an Agreement or delivering products and/or services to the Client under an Agreement.

Packaging: Packaging that complies with the requirements set by the government or specified in our acceptance conditions.

Hazardous and Oil-Containing Waste Materials: (Waste) materials (whether oil-containing or not) designated as such under the Waste Collection Regulation (BIA) or its associated legislation.

Collection Means: All reusable means such as (roll) containers, underground containers, press containers, barrels, pallets, vehicles, etc., intended for the temporary storage, transport, and/or disposal of (hazardous waste) materials.

NEA Index: The cost index for general and specific road transport, considering wage and price levels within the transport sector, as published annually by NEA Transport Research and Training BV in Rijswijk.

Subcontractor(s): Third parties and their employees engaged by Cores Environment in executing one or more agreements.

Client: Any party entering into an Agreement with Cores Environment B.V. or requesting a quotation for activities by and/or on behalf of Cores Environment or purchasing products and/or services.

Agreement: Any assignment/agreement whereby Cores Environment commits to performing tasks assigned by the Client and to which these General Terms and Conditions apply.

Transfer Station: The facility where (waste) materials are transferred.

Parties: Cores Environment and the Client.

Materials: All materials offered or requested by the Client to Cores Environment in any form or state (including substances in liquid form).

2. Applicability

- 2.1 These terms apply to all Agreements between Cores Environment and its Clients; all quotations issued by Cores Environment to its (potential) Clients; all additional work performed or arranged by Cores Environment for its Clients.
- 2.2 Deviating provisions and any general terms of the Client apply only if explicitly accepted in writing by Cores

Environment and then solely for the Agreement for which they were accepted.

- 2.3 The applicability of the Client's general terms is explicitly excluded.
- 2.4 A Client with whom an Agreement under these terms has been concluded once agrees to the applicability of these terms for subsequent Agreements with Cores Environment.

3. Quotations and Formation of Agreements

- 3.1 All quotations by Cores Environment are based on data, samples, or documents provided by or on behalf of the Client, assumed to be accurate and complete.
- 3.2 Quotations and their stated prices and conditions are entirely non-binding unless explicitly stated otherwise; Clients cannot derive any rights from them/
- 3.3 Assignments and acceptances of offers by the Client are irrevocable.
- 3.4 A non-binding quotation may be withdrawn by Cores Environment within five days of receipt of acceptance by the Client.
- 3.5 Cores Environment is bound only after confirming the assignment in writing or, in the absence of written confirmation, after beginning the work.
- 3.6 The Client is bound upon issuing an assignment to Cores Environment or accepting a Cores Environment quotation. Deviations from the offer on minor points do not bind Cores Environment, and the Agreement is then established under the terms and conditions of the offer.
- 3.7 Oral promises or agreements by or on behalf of Cores Environment or its subordinates are not binding unless explicitly confirmed by Cores Environment. Agreements with subordinates of Cores Environment do not bind the latter unless confirmed in writing. Subordinates are considered all employees or associates without power of attorney.

4. Duration, Exclusivity, and Termination

- 4.1 Except for incidental assignments for waste collection, transport, treatment, and/or disposal, Agreements are concluded for a duration of 36 months unless explicitly agreed otherwise in writing.
- 4.2 Agreements are tacitly extended for the same duration as originally agreed, with a minimum of 36 months, unless terminated in accordance with Article
- 4.3 Termination is only possible at the end of the current contract term, provided it is in writing, via registered mail, and with a notice period of at least six months.
- 4.4 The Agreement between the Client and Cores Environment applies exclusively to the (waste) materials specified in the Agreement or for which the service is performed. The Client may not enter into a contract with a third party for the same (waste) materials and services affecting the Agreement with Cores Environment.
- 4.5 The Client is obligated to offer all waste materials, as described in the Agreement, to Cores Environment throughout the Agreement's term.
- 4.6 Except where justified by default of Cores Environment, the Client is not authorized to terminate the Agreement prematurely.
- 4.7 Violating the prohibitions in Article 4.4 and 4.6 results in an immediate penalty payable by the Client to Cores Environment of 15% of the amounts invoiced or to be invoiced over the 12 months preceding the violation, with a minimum of €500, without prejudice to the right to claim additional damages if actual damage exceeds the penalty.
- 4.8 Cores Environment reserves the right to terminate the Agreement immediately via written declaration if the Client defaults on obligations, is declared bankrupt,

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applies for suspension of payments, is placed under administration, loses control or management of its assets, or undergoes liquidation.

5. Prices

- 5.1 Unless explicitly stated otherwise in writing, the prices quoted by Cores Environment exclude additional work, transport costs, VAT, and other government-imposed levies or taxes, including costs for permits, duties, and taxes required for implementing the Agreement. These costs, levies, and taxes will be charged separately to the Client.
- 5.2 If price-increasing factors beyond Cores Environment's control occur after the date of the offer or conclusion of the Agreement, such as wage increases, currency fluctuations, or rises in fuel and energy prices, Cores Environment reserves the right to pass these on to the Client.
- 5.3 Costs for permits, exemptions, and other charges necessary for placing containers provided by Cores Environment are borne by the Client.
- 5.4 If requested by the Client or otherwise required, activities that exceed normal working hours will incur additional charges. This includes compensation for waiting times that Cores Environment experiences through no fault of its own.
- 5.5 Cores Environment reserves the right to annually adjust its prices according to the NEA index or the CBS Consumer Price Index, if applicable.

6. Additional Work

- 6.1 Cores Environment is not liable for work outside the scope of the assignment.
- 6.2 If the execution of the assignment is delayed for reasons outside Cores Environment's control, the additional costs incurred will be charged to the Client at the applicable rate.
- 6.3 Any unforeseen costs, particularly those arising because the assignment cannot be performed during regular working hours, are borne by the Client.

7. Payment

- 7.1 Payment must be made within 30 days of the invoice date without discounts, set-offs, or suspension rights unless explicitly agreed otherwise in writing or indicated on the invoice.
- 7.2 The Client is solely responsible for ensuring payment is made. Payments by third parties on behalf of the Client are not permitted.
- 7.3 If payments in instalments have been agreed upon, each instalment is due within 30 days of the respective invoice date unless stated otherwise in writing or on the invoice.
- 7.4 If the Client fails to meet payment obligations, Cores Environment may suspend its work.
- 7.5 The legal and extrajudicial costs incurred to collect amounts owed to Cores Environment are charged to the Client. Extrajudicial costs are set at 15% of the unpaid amount, with a minimum of €500, or the actual costs if they exceed this amount.
- 7.6 Payments are first applied to extrajudicial costs, then interest, and finally to the oldest outstanding invoice.
- 7.7 All amounts owed become immediately payable if the Client defaults, is declared bankrupt, requests suspension of payments, is placed under guardianship, has assets seized, or undergoes liquidation.
- 7.8 Cores Environment may suspend obligations if it fears the Client cannot meet payment commitments. If advance payment or security is not provided upon request, Cores Environment may terminate the

Agreement, with the Client liable for damages resulting from suspension or termination.

8. Complaints

- 8.1 Any claims regarding shortcomings in Cores Environment's performance must be submitted in writing by registered mail within 14 days of discovering the issue or when it reasonably could have been discovered. Claims submitted outside this period are void. Rights are also forfeited if the Client attempts to remedy defects without Cores Environment's explicit written consent.
- 8.2 Complaints about invoices must be submitted within 30 days of the invoice date. After this period, the Client is deemed to have accepted the charges. Even if objections are raised, the Client must fulfil payment obligations for products and/or services.
- 8.3 Complaints do not suspend the Client's payment obligations.
- 8.4 Complaints will be addressed as soon as possible and within five working days after receipt, either by resolving the issue or contacting the complainant.

9. Execution of Work

- 9.1 Cores Environment is obliged to perform the work in accordance with the Agreement's provisions.
- 9.2 Acceptance of the assignment is subject to timely issuance of necessary permits and authorizations.
- 9.3 The Client must ensure that Cores Environment can carry out its work without interference.
- 9.4 The Client is responsible for obtaining permits required for placing containers or loading/unloading materials.
- 9.5 The Client must take measures to ensure traffic safety, such as proper lighting and marking of containers, in compliance with legal regulations. The Client is liable for damages, fines, and costs if these requirements are not met and will indemnify Cores Environment against such liabilities.
- 9.6 Work performed by Cores Environment or its subcontractors is based on the Client's samples, documents, and information, assumed to be accurate and complete. Cores Environment is not liable for damages resulting from inaccuracies or omissions in the information provided.
- 9.7 The Client must use only the Collection Means prescribed by Cores Environment or its subcontractors. The Client is responsible for ensuring the materials, premises, and facilities used for the Agreement are suitable, safe, and compliant with applicable regulations.
- 9.8 The Client must comply with occupational, safety, environmental, and other regulations provided by authorities, Cores Environment, or its subcontractors concerning the assigned work.
- 9.9 Cores Environment may subcontract all or part of the Agreement. It reserves the right to perform additional work if it benefits the Client or the Agreement and to charge the Client accordingly. Deadlines provided by Cores Environment are not binding.
- 9.10 Cores Environment may execute work as it sees fit, including in phases.
- 9.11 Upon request, the Client must cooperate with sampling of Waste Materials for analysis by Cores Environment. The Client must follow Cores Environment's guidelines. Costs for sampling and analysis are borne by the Client unless the materials conform to the Client's description and an Agreement is established.

10. Subcontracting

- 10.1 Cores Environment is entitled to use the services of Subcontractors in executing Agreements. Cores

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Environment is authorized to engage Subcontractors on behalf of the Client and to accept the Subcontractors' general terms and liability limitations.

- 10.2 If a Subcontractor is engaged by Cores Environment, the Subcontractor's Acceptance Conditions apply to the Agreement.

11. Use of Collection Means

- 11.1 All Collection Means provided by or on behalf of Cores Environment or its Subcontractors remain the property of Cores Environment unless otherwise contractually agreed.
- 11.2 Placement, relocation, or removal of Collection Means is done at the Client's instruction. Extra costs resulting from early relocation or removal by the Client or competent authorities are borne by the Client.
- 11.3 During the time the Collection Means are made available to the Client, whether free of charge or not, they are at the Client's risk. The Client is liable for all damage, including graffiti and contamination, to the Collection Means during this period. The Client indemnifies Cores Environment against third-party claims for damages caused by or involving the Collection Means during this period.
- 11.4 The Client must use the Collection Means exclusively for their intended purpose (storing and presenting (waste) materials).
- 11.5 No (waste) materials may be deposited in the Collection Means that could damage or compromise the Collection Means or other property of Cores Environment.
- 11.6 Collection Means with lids, covers, or doors must be properly closed when offered to Cores Environment.
- 11.7 The Client must take measures to prevent nuisances (e.g., odours, dust, pests) caused by the use of the Collection Means, ensure their proper management, and clean and disinfect them regularly as needed. Third-party involvement for such tasks requires prior written approval from Cores Environment.
- 11.8 The Collection Means are presumed to be delivered to the Client in good condition. Any complaints must be reported to Cores Environment within three working days of receipt.
- 11.9 Damage to or destruction of Collection Means will be repaired by Cores Environment at the Client's expense unless the Client proves the damage or destruction was caused by Cores Environment.
- 11.10 The Collection Means may not be used, transported, or emptied by third parties or sublet without contractual agreement.
- 11.11 The Client must adequately insure the Collection Means against risks such as theft, embezzlement, fire, and damage.
- 11.12 The Collection Means may not be moved to a location other than where they were delivered by Cores Environment or its Subcontractor unless contractually agreed otherwise.
- 11.13 Cores Environment reserves the right to replace or exchange Collection Means at any time. Upon termination of the Agreement, the Client must return the Collection Means to Cores Environment or its Subcontractor empty and in good condition upon the first request.

12. Description of Waste Materials, Sampling, Analysis, and Presentation Instructions

- 12.1 Before commencing the work and whenever requested by Cores Environment, the Client must provide a clear written description of the nature, origin, properties, and composition of the (waste) materials, including hazard classifications. If the Client is unaware of this

information, they must explicitly state this in writing to Cores Environment. Any changes in the nature, properties, or composition of the (waste) materials must be immediately reported in writing.

- 12.2 The Client guarantees the accuracy and completeness of the description of the (waste) materials offered and ensures the materials match the labelling on the containers and accompanying documentation.
- 12.3 To ensure proper processing or destination of the (waste) materials in specific containers, the Client must not, and must prevent third parties from, depositing materials in those containers that are not suitable for such processing or destination. Containers must never be offered containing hazardous waste, animal carcasses, slaughter waste, explosive materials, odorous or toxic substances, hardening, caustic, aggressive, dusty materials, or other potentially dangerous substances. Materials offered must fit the container dimensions and not exceed the lifting capacity of the equipment. Containers designated for specific materials, such as glass, paper, metal, textiles, or plastics, must only contain those specific materials.
- 12.4 The Client must strictly adhere to the Acceptance Conditions and, in case of doubt about compliance, seek immediate guidance from Cores Environment.
- 12.5 Containers owned by the Client must be compatible with Cores Environment's vehicles and not cause damage to them.
- 12.6 The Client must ensure the Waste Materials are presented in a manner that prevents loss, spillage, or scattering and avoids inconvenience, danger, damage, or injury to Cores Environment or third parties.
- 12.7 The Client guarantees that the Waste Materials offered contain no radioactive material or radioactive waste.
- 12.8 Upon request by Cores Environment, the Client must cooperate with the sampling and analysis of Waste Materials. The Client must actively comply with Cores Environment's guidelines. Sampling and analysis costs are borne by the Client. By the act of sampling and analysis alone, the Client is deemed to agree to the associated costs.

13. Presentation of (Waste) Materials

- 13.1 The Client must present its (waste) materials to Cores Environment in the manner contractually agreed upon.
- 13.2 The Client must present the Waste Materials at the agreed location.
- 13.3 Any changes to the method or frequency of presentation are valid only if documented in writing and signed by both parties.
- 13.4 The (waste) materials must be presented in such a way that they do not protrude from the container, spill, or blow away, and do not cause inconvenience to third parties. If the container is overloaded or improperly loaded, as determined by Cores Environment, Cores Environment may refuse to remove the container or charge additional costs to the Client.
- 13.5 Occasional adjustments due to national or local holidays, emergencies, etc., may be made unilaterally by Cores Environment.
- 13.6 Waste materials must be presented in Collection Means provided or approved by Cores Environment.

14. Acceptance

- 14.1 Without prejudice to legal requirements and instructions from competent authorities, the Client must strictly adhere to Cores Environment's Acceptance Conditions or those of Subcontractors engaged by Cores Environment. In case of doubt about compliance with these conditions, the Client must immediately seek guidance from Cores Environment.

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14.2 From the moment of Acceptance by Cores Environment or its Subcontractor, the Waste Materials, including their packaging, become the property of Cores Environment or its Subcontractor and are at their risk and expense, except in cases as provided under clause 14.3(b).

14.3 If the Client fails to meet any obligations arising from these General Terms and Conditions, Cores Environment is entitled to:

- a. Charge the Client for any additional costs resulting from the Client's non-compliance; or
- b. Immediately terminate the Agreement, without further notice of default, to the extent related to the Waste Materials in question. In such cases, ownership and risk transfer regarding the Waste Materials will be deemed not to have occurred. The Client is then required to compensate Cores Environment and/or its Subcontractor for any damages incurred and costs already made in executing the Agreement. Additionally, the Client must retrieve the Waste Materials upon the first request of Cores Environment, with transport costs borne by the Client.

15. Waste Processing Guarantees

15.1 The (waste) materials presented to Cores Environment will, if necessary via a licensed transfer station, be transported to a processing or treatment facility authorized by the competent authority to accept such materials.

15.2 If (waste) materials are presented separately for segregated processing in accordance with the Agreement, Cores Environment will deliver them to the appropriate specialized processing or treatment facility.

15.3 If the pre-determined processing or treatment facility for the collected (waste) materials is unavailable or inaccessible, Cores Environment is authorized to transport the materials to an alternative facility and charge the Client for any additional costs incurred.

15.4 If the (waste) materials do not meet the specifications or analyses provided by the Client, Cores Environment may process or treat the materials as the appropriate (waste) type and charge the Client for the associated costs.

16. Transfer and Representation

16.1 The Client may not transfer, pledge, or otherwise encumber its rights and obligations under or related to the Agreement with Cores Environment, either fully or partially, to third parties or affiliated companies without prior written consent from Cores Environment.

16.2 The Client is not authorized to appoint a third party to manage its interests arising from or related to the Agreement, nor may the Client authorize a third party to represent it in this regard.

16.3 During the term of the Agreement, the Client must offer all waste materials described in the Agreement to Cores Environment.

16.4 Cores Environment is authorized to transfer its rights and obligations under the Agreement with the Client to a third party. The Client hereby consents to such transfer in advance unless the Client demonstrates that the transfer materially disadvantages it.

17. Liability

17.1 Cores Environment accepts liability for damages suffered by the Client only if such damages are the direct and exclusive result of an attributable failure to fulfil its obligations or a wrongful act, and only to the extent such liability is covered by its insurance, up to the amount of the payout from the insurance.

17.2 If the insurer does not pay for any reason or if the damages are not covered by insurance, liability is limited to:

- The invoice amount, limited to the value of the relevant performance, or if unavailable, the agreed value of the performance.
- For deliveries in instalments, the invoice amount or the value of the respective performance.

17.3 Exceptions to the above limitations include:

- No compensation is provided for business losses or consequential damages (e.g., business interruptions, loss of income). The Client must insure against such damages if desired.
- Cores Environment is not liable for damages caused by intent or gross negligence of auxiliary persons.
- Cores Environment is not liable for failures caused by force majeure.

17.4 If Cores Environment's liability insurance does not provide coverage in a specific case or the damages are otherwise not insured, Cores Environment's liability is limited to a maximum of 15% of the total invoiced amounts over the 12 months preceding the event causing the damage.

17.5 The Client is liable for all materials loaded into the container. The Client will indemnify Cores Environment against third-party claims, fines, charges, and damages, including environmental pollution caused by the materials in the container or improper placement. If waste materials in the container are found to be prohibited, Cores Environment may return the container to the Client or transport it to an appropriate disposal facility, with any additional costs borne by the Client. The Client is also liable for all direct and indirect damages, including business losses, resulting from incorrect, unclear, incomplete, or insufficient descriptions of the waste materials' nature, properties, or composition, or discrepancies with container labelling or documentation, or differences from provided samples.

17.6 Cores Environment is not liable for damages resulting from a processing or disposal facility refusing to accept waste materials. In such cases, the waste will either be returned to the Client (only transport and handling costs will be charged) or, if the Client agrees, delivered to another facility, with any additional costs charged to the Client.

17.7 Cores Environment is not liable for damages caused to roads, sidewalks, buildings, or other properties, or personal injury or property damage caused by a collection means or its placement, unless directly due to defective equipment or improper actions by Cores Environment or its agents.

17.8 Without prejudice to the provisions in Article 8 regarding complaints, any claim for damages against Cores Environment, including those involving subcontractors, expires six months after the Client discovers or should reasonably have discovered the damage unless Cores Environment acknowledges the claim.

17.9 The Client indemnifies Cores Environment, its employees, and subcontractors against third-party claims for damages related to products or waste materials provided by the Client or activities performed by or on behalf of Cores Environment unless the damage is due to intent or wilful recklessness by Cores Environment.

17.10 The Client indemnifies Cores Environment against claims from third parties, including authorities, arising from the Client's failure to comply with legal or contractual obligations or prohibitions.

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17.11 Liability-limiting, excluding, or establishing conditions that third parties can invoke against Cores Environment can also be invoked by Cores Environment against the Client.

18. Applicable Law

- 18.1 All Agreements between Cores Environment and the Client are governed by Dutch law.
- 18.2 If there are disputes regarding the interpretation of the Agreement or these General Terms and Conditions, both parties will first attempt to resolve them through mutual consultation.
- 18.3 If consultation does not lead to a mutually acceptable solution, the dispute may be submitted to the competent court.

19. Intellectual Property

- 19.1 All intellectual property rights, including but not limited to copyrights, patent rights, database rights, trademark rights, design rights, and trade name rights, arising in connection with the execution of the Agreement by Cores Environment, its employees, and subcontractors, belong exclusively to Cores Environment. The Client will provide any necessary cooperation to enforce these rights and will not claim or dispute the intellectual property rights exclusively belonging to Cores Environment.
- 19.2 The Client indemnifies Cores Environment against financial claims arising from infringements on intellectual property rights of the Client or third parties during the execution of the Agreement by Cores Environment, its employees, or subcontractors.

20. Partial Invalidity / Adjustment

If any provision of these General Terms and Conditions is wholly or partially invalid for any reason, the Agreement and the remaining General Terms and Conditions will remain fully effective. The parties are deemed to have agreed on a provision that is legally valid and most closely approximates the intent of the invalid provision.

21. Infeasibility of Assignment or Force Majeure

- 21.1 If, after entering into an Agreement, circumstances unknown to Cores Environment at the time of its formation make execution impossible, Cores Environment is entitled to request modification of the Agreement to enable continued execution.
- 21.2 Additionally, Cores Environment has the right to suspend its obligations without being in default if changes in circumstances that were not reasonably foreseeable at the time of the Agreement and/or are beyond its control temporarily prevent it from fulfilling its obligations.
- 21.3 Circumstances that are reasonably unforeseeable and/or beyond Cores Environment's control, also referred to as force majeure, include but are not limited to natural disasters, third-party obstructions, non-compliance by third parties, fire, strikes, work stoppages, riots, war or threat of war, and the imposition of government measures or regulations.
- 21.4 Suspension is not permitted if performance is permanently impossible or if the temporary impossibility lasts longer than six months, in which case the Agreement will be dissolved without either party being entitled to compensation for damages arising from or resulting from the dissolution.
- 21.5 If Cores Environment has partially fulfilled its obligations at the time of the force majeure, it is entitled to payment for the proportionate part of the agreed

price corresponding to the work already performed or costs incurred.

- 21.6 Cores Environment may also invoke force majeure if the non-attributable circumstance preventing performance occurs after it should have fulfilled its obligations.

22. Safety and Environment

The Client must comply with applicable labour conditions, safety, and environmental regulations, rules, instructions, and directives imposed by the government and/or Cores Environment concerning the work assigned to Cores Environment.

23. Termination

- 23.1 Full or partial termination of the Agreement is affected through a written declaration by the entitled party. Before the Client sends a written termination notice to Cores Environment, the Client must first issue a written notice of default, granting Cores Environment a reasonable period to fulfil its obligations or rectify shortcomings, which must be detailed precisely in writing.
- 23.2 The Client is not entitled to terminate the Agreement fully or partially or to suspend its obligations if it is already in default of fulfilling its own obligations.
- 23.3 If Cores Environment agrees to termination without being in default, it is entitled to compensation for all damages, including costs, lost profits, and reasonable expenses incurred in determining damage and liability. In the case of partial termination, the Client cannot demand the undoing of services already rendered, and Cores Environment retains the right to payment for services already performed.

24. Leniency / No Waiver of Rights

If Cores Environment initially refrains from invoking any applicable provision of these General Terms and Conditions out of leniency or other commercial reasons, this does not constitute a waiver of its right to invoke that provision or any other applicable provisions of these General Terms and Conditions at a later stage.