



## **Logistics Purchasing Conditions of Twence Holding B.V.**

In addition to the General Purchasing Conditions of Twence Holding B.V., these Logistics Purchasing Conditions of Twence Holding B.V. apply to all offers, quotations and agreements by virtue of which the Contractor provides logistical services to Twence.

Twence rejects the Contractor's purchasing conditions at all times, unless agreed otherwise in writing.

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## **Article 1 Definitions**

In these conditions the following are explained as set out below:

- 1.1 **ADR Treaty:** the European Treaty of 30 September 1957, pertaining to the international road transport of hazardous substances.
- 1.2 **Waste:** all substances, specimens or objects which the Contracting party discards or intends or is required to discard (within the meaning of Article 1.1 of the Environmental Management Act), as well as raw materials and/or residues.
- 1.3 **EWSR:** EC Regulation 1013/2006 of the European Parliament and Council of 16 June 2006 pertaining to the transfer of Waste.
- 1.4 **Addressee:** the party that, by virtue of the Agreement with Twence, is entitled to take delivery of the goods, in instances when the goods are not delivered to Twence itself.
- 1.5 **Auxiliary Agents:** subordinates of the Contractor, as well as persons whose services are used by the Contractor in execution of the Agreement. Among other things, this is understood to include employees of the Contractor, subcontractors, suppliers, drivers, their co-drivers and their passengers.
- 1.6 **Contractor:** the counterparty to Twence, who made an offer, submitted a quotation or with whom an Agreement has been entered into.
- 1.7 **Agreement:** the written agreements between the Parties pertaining to the delivery of goods and/or services, framework agreements or on-call contracts included.
- 1.8 **Parties:** the Contractor and Twence jointly.
- 1.9 **Written/in Writing:** a document or e-mail.
- 1.10 **Site and Safety Regulations:** the regulations that, among other things, set out provisions about safety, behaviour and the environment at Twence locations. These regulations are sent to the Contractor along with the logistics conditions and can also be found on the Twence website.
- 1.11 **Twence:** the counter party to the Contractor, Twence Holding B.V., which has its registered office in Enschede, and/or its subsidiaries within the meaning of Book 2, Section 24 under a of the Dutch Civil Code.
- 1.12 **Losses due to delays:** financial losses due to a delayed delivery of goods.
- 1.13 **Consignment Note:** the accompanying letter that must be used for the transport of Waste.
- 1.14 **VIHB Registration:** registration at the Dutch Road Haulage Organisation for National and International Transport (*Stichting Nationale en Internationale Wegvervoer Organisatie* or *NIWO*) on the list of transporters, collectors, dealers and brokers of waste.

## **Article 2 Applicability**

- 2.1 The Logistics Purchasing Conditions of Twence Holding B.V. apply to all offers, quotations and agreements by virtue of which the Contractor provides logistical services to Twence by road/water/rail.

- 2.2 The General Purchasing Conditions of Twence Holding B.V. and the Site and Safety Regulations apply in addition to these Logistics Purchasing Conditions of Twence. In the event of conflicts between the various documents, the provisions from the Agreement prevail, followed by the Site and Safety Regulations, these Logistics Purchasing Conditions and finally the General Purchasing Conditions of Twence Holding B.V.
- 2.3 Insofar as - by virtue of the Accompanying Letter - the Agreement is also subject to the General Transport Conditions 2002 and/or the General Conditions for the Road Transport of Waste, these general conditions apply in addition to the logistics conditions of Twence. In the event of conflicts, the provisions from the logistics conditions of Twence prevail.

### **Article 3 Obligations of the Contractor**

- 3.1 The Contractor is at all times obliged to fulfil all national and international legislation imposed on him, including but not limited to obligations by virtue of the ADR Treaty, EWSR and national legislation for the transport of Waste, as well as provincial and municipal regulations.
- 3.2 Using freight documents, the Contractor checks if the correct goods and/or materials are transported to Twence or to the Addressee given by Twence. The Contractor also checks if the external condition of the substances presented corresponds with the details provided by Twence.
- 3.3 The Contractor is obliged to take delivery of the agreed goods in the agreed location, and to notify Twence of the loading capacity of the vehicle.
- 3.4 The Contractor is obliged to deliver goods received for transport in the condition they were in when he received them.
- 3.5 The Contractor is obliged to deliver goods received for transport at their destination within the agreed period. If by virtue of the Agreement or the law a different delivery period has been agreed, delivery and/or collection must take place within that different period.
- 3.6 If the Contractor fails to fulfil the obligation referred to in the previous paragraph, Twence can terminate the Agreement with regard to the goods which the Contractor has not taken delivery of with immediate effect and without prior notice of default. Notice of termination is given by means of a written notification to the other party and the Agreement terminates the moment this notification is received. After termination, the Contractor is obliged to compensate Twence for all damage or losses it has suffered as a result of this termination.
- 3.7 The Contractor cannot deviate from the route or routes described in the transport documents. If none is given, the Contractor must take the shortest route. The Contractor must notify Twence immediately of any deviations.
- 3.8 Without prejudice to other obligations by virtue of the law and the Agreement, the Contractor is made aware of his statutory obligations and liability with regard to packaging and transport (documents), as they ensue, among other things, from the ADR Treaty, EWSR and national legislation about the transport of Waste.
- 3.9 In accordance with the instructions given and/or statutory obligations, the Contractor is obliged to carefully handle the documents prepared for transport by Twence and/or the sender and to keep these documents onboard the vehicle during transport.
- 3.10 The Contractor is obliged to hold and continue to hold permits and exemptions required for the transport in question.

- 3.11 The Contractor is obliged to immediately notify Twence in the event of irregularities during transport and/or unloading.
- 3.12 The Contractor is obliged to send Twence confirmation of receipt regarding the Waste on the part of the Addressee in accordance with the statutory term and if not regulated by law, within 14 days of delivery.
- 3.13 The Contractor is obliged to allow execution of the Agreement to be checked by or on behalf of Twence.
- 3.14 The Contractor is obliged to keep adequate Waste transport records.

#### **Article 4 Professional competence and VIHB registration**

- 4.1 The Contractor is only entitled to have the transport carried out by members of staff who are professionally competent to do so.
- 4.2 The Contractor's members of staff executing the Agreement must be able to communicate well in Dutch and/or English and/or German (level 2 of the European language grid).
- 4.3 The Contractor must have VIHB registration. The Contractor is obliged to do everything he can to keep this VIHB registration for the term of the Agreement. On Twence's first demand, the Contractor must provide Twence with proof of registration. Any changes with regard to the registration must be reported to Twence in writing without delay.
- 4.4 The Contractor acts in accordance with the prevailing health, safety and environmental regulations and must take cognizance of (national and international) legislation, rules, instructions and directions that prevail at the delivery location.

#### **Article 5 Equipment and material Contractor**

- 5.1 The Contractor is obliged to carry out the transport assigned to him to the agreed destination by means of appropriately suitable equipment and/or material.
- 5.2 Diesel-powered vehicles which are present in one of the delivery halls of Twence must have a diesel engine Euro 4 or higher. Diesel-powered work equipment such as loaders and cranes which are present in one of the delivery halls must have a diesel engine of at least Tier 4/Stage 3B.
- 5.3 Mixing with other waste or substances is not permitted. All the material and/or equipment must be empty and clean before commencing work for Twence. Afterwards, the Contractor must clean the material before it can be used for other jobs. These cleaning costs are payable by the Contractor.
- 5.4 Odour nuisance must be prevented at all times. The Contractor is obliged to take adequate measures.

#### **Article 6 Hiring third parties**

- 6.1 The Contractor is not permitted to outsource transport to another transporter, unless it has obtained the written consent of Twence.

- 6.2 In the event written consent as referred to in the first sentence of this article has been obtained, the Contractor guarantees that this transport meets the same quality requirements as when he himself had undertaken that transport.

## **Article 7 Loading**

- 7.1 The Contractor is obliged to ensure goods are correctly loaded. This also applies when the loading is carried out by a third party or by or on behalf of Twence. If a vehicle exceeds the statutory maximum, the Contractor is obliged to unload (some of) the goods in order to stay within the statutory limits. This is always the Contractor's responsibility, as is any damage or loss ensuing from this. For Contractor liability, reference is made to the provisions in article 11.3 of these Logistics Purchasing Conditions.
- 7.2 In the event of underloading, Twence may ask for more goods to be loaded in order to make transport as effective as possible.
- 7.3 If the parties agree on a price per ton of weight for transport, the Contractor must invoice Twence on the basis of that weight. The measuring data of the weighing bridge at Twence's premises is binding in that respect.
- 7.4 The costs ensuing from incorrect loading are payable by the Contractor. The Contractor remains responsible for the transport to be undertaken in accordance with the Agreement and legislation at all times.
- 7.5 The Contractor will take all the necessary measures to prevent the load from getting wet or being blown away.

## **Article 8 Transport documents**

- 8.1 The Contractor is obliged to arrange for all required and correctly completed freight documents before transport commences.
- 8.2 The Contractor is obliged to clearly designate himself as Contractor on the Consignment Note and to sign this and issue it to Twence.
- 8.3 The Consignment Note can also be prepared in the form of an electronic message, provided it is in accordance with the format and level of security agreed by the Parties, as well as in accordance with the sending, storing and registration methods agreed by the Parties.

## **Article 9 Payment**

- 9.1 Payment is made in arrears on the basis of invoices, in accordance with the payment conditions of Twence as set out in the General Purchasing Conditions of Twence Holding B.V.
- 9.2 Weighing receipts of Twence, a copy of the Consignment Note, as well as weighing receipts from the recipient party must be added to the invoice by way of substantiation.

## **Article 10 Termination of the Agreement**

- 10.1 Twence is at all times entitled to prematurely terminate the Agreement by means of a Written notification to the Contractor, without Twence being obliged to compensate any damage or loss. In the event of termination, the Contractor is obliged to complete current transport assignments and administrative obligations.
- 10.2 If the Contractor fails to fulfil one or more his obligations by virtue of the Agreement or other agreements ensuing from that, or fails to fulfil them in time or properly, as well as in the event of insolvency or a moratorium, closing down, liquidation or takeover or similar situation of the Contractor's business, the Contractor is in default by operation of law and Twence will be entitled to unilaterally terminate the Agreement in full or in part without notice of default and without legal intervention by means of a Written notification to the Contractor and/or to suspend payment obligations and/or to fully or partially assign execution of the Agreement to third parties, without Twence being obliged to pay any compensation, without prejudice to any of Twence's other rights, including its right to full compensation and a refund of payments already made.
- 10.3 All claims which Twence may have or will have against the Contractor by virtue of this article will be immediately due and payable in full.
- 10.4 In the event that the Contractor invokes a non-attributable shortcoming, Twence is entitled to terminate the Agreement in accordance with the provisions in this article.
- 10.5 Without prejudice to all other rights, Twence can fully or partially dissolve the Agreement if the Contractor or one of its subordinates or representatives offer or provide any gain to a person who forms part of Twence.
- 10.6 In the event that the Contractor proves to be unable to comply with the provisions in the Agreement, and this results in dissolution of the Agreement, Twence is entitled to recover the damage or loss ensuing from this from the Contractor. This has already been provided for in article 20 of the General Purchasing Conditions, but with a view to the importance of the subject, there is no harm in mentioning it here again.

## **Article 11 Contractor liability**

- 11.1 The Contractor is liable for damage to or loss of objects and for losses due to delays insofar as the Contractor has failed to fulfil his obligations by virtue of the Agreement and these general conditions.
- 11.2 The Contractor is liable for the behaviour of his auxiliary agents in the same way that he would for his own behaviour. Auxiliary agents are also taken to mean those to whom transport has been outsourced in accordance with article 6.
- 11.3 The Contractor will take out adequate liability insurance and will allow Twence to inspect the policy if necessary.
- 11.4 For reasons of releasing himself from his liability, the Contractor cannot invoke the faultiness of the vehicle or the material he has used, unless the material is made available to him by Twence.
- 11.5 The compensation owed by the Contractor on account of failing to fulfil his obligations amounts to at least, but not exclusively, the costs incurred by Twence in order to have the assignment executed after all.
- 11.6 The Contractor is also financially liable for the damage or loss if material is lost, added or got wet during transport.

- 11.7 Extra costs are payable by the Contractor. Among other things, but not exclusively, this includes survey fees, salvage costs, clean-up costs or other costs incurred to realise damaged or lost goods or goods whose delivery was delayed.
- 11.8 The Contractor will indemnify Twence against claims from third parties, which includes the competent authorities, ensuing from the Contractor's failure to fulfil his obligations or to comply with prohibitions ensuing from the law or this Agreement.
- 11.9 An act or omission by whichever party, either with the intention to cause damage or loss, or recklessly, with the knowledge that this damage or loss is likely to ensue from that act or omission, does not deprive the Contractor of his right to invoke any exclusion or restriction of his liability.

## **Article 12 Confidentiality**

- 12.1 By virtue of article 14 of the General Purchasing Conditions of Twence, the Contractor is subject to a duty of confidentiality. Any violation of this duty of confidentiality must be reported to Twence both verbally and in writing without delay.

## **Article 13 Right of action**

- 13.1 Both Twence and the Addressee have a right to demand that the Contractor delivers goods in accordance with his obligations and to hold him to account for compensation of damage or loss.
- 13.2 The mere fact that the Addressee and/or Twence do not take delivery of the goods does not mean that Twence is in default.

## **Article 14 Other**

- 14.1 The Parties must confer about all cases not provided for by the conditions of Twence.
- 14.2 If the Parties fail to reach agreement, any dispute between the Parties - including disputes regarded as such by only one of the Parties - that may ensue in connection with this Agreement or any subsequent agreements will be exclusively submitted to the competent court in the court district of Overijssel [the Netherlands].