

GENERAL TERMS AND CONDITIONS FOR VANHEEDE ENVIRONMENTAL LOGISTICS, VANHEEDE ENVIRONMENTAL SERVICES

GENERAL

Art. 1 These General Terms and Conditions apply to all businesses that belong to Vanheede Environment Group and that offer logistics services to unpackers or disposers of waste. The unpicker or disposer is hereafter referred to as the customer; Vanheede is referred to as the service provider or supplier.

Art. 2 Unless explicitly agreed otherwise in writing, these General Terms and Conditions determine all the contractual relations between the parties involved.

Art. 3 These General Terms and Conditions take precedence over those of the counterparty. Only the special terms and conditions of the agreement take precedence over these General Terms and Conditions.

PRICE QUOTES

Art. 4 Each price quote is valid for one (1) month from the stated date.

PRICES

Art. 5 All stated prices shall be exclusive of VAT and shall be determined in accordance with the terms and conditions and the situation on the date of the quotation.

This price may be revised:

- In the case that one or more elements determining the price are modified – through no fault of the service provider – such as the modification of the legislation and regulation in force as well as of the market situation or specific circumstances including, but not limited to, supply quotas, transport related indices, acceptance criteria, provision criteria, pre-treatments, the temporary or permanent closure of processing plants, increases in rates for final processing, taxes and environmental levies and all measures imposed by the alderman.
- In the case that the waste products cannot be processed as stated in the agreement.

Art. 6 In the case that a price was not agreed upon, the customarily used prices valid at the moment of the fulfillment of the contract by the service provider shall apply. By placing an order the customer acknowledges they have taken note of these prices.

EMPTYING FREQUENCY

Art. 7 For certain types of receptacles and waste products, a fixed emptying frequency is determined in consultation with the supplier. If deviations are made from this emptying frequency, a surcharge will apply. If emptying cannot or may not be done, and no prior notification for this has been provided, a lost ride will be charged. A charge is made for a minimum of 1 emptying every two months.

Art. 8 In the event of changes in receptacle, emptying frequency, average weight, address or other elements that influence the service provision, an adjusted tariff may apply.

WHEELED EQUIPMENT AND OPERATING EQUIPMENT

Art. 9 The wheeled equipment and operating equipment provided by the service provider (such as receptacles, collecting systems etc.) shall be delivered to the customer in good condition. The latter is responsible for the customary maintenance and use of the equipment. The compaction chamber of the waste compactors needs to be cleaned by the customer. The equipment must be returned in good condition.

Art. 10 The service provider is responsible for maintenance of the equipment necessary due to normal wear and tear. During maintenance the service provider may set up a replacement receptacle. In case the replacement receptacle deviates from the receptacle requiring maintenance the customer shall not be entitled to any damages.

Art. 11 The equipment provided by the service provider shall be included in the customer's fire insurance and operational liability insurance etc. Furthermore, the customer shall provide a waiver of recourse clause against the service provider in their fire insurance policy.

Art. 12 During the period in which equipment is provided, the customer is and shall remain liable for all risks, including third party risks: damage, partial or complete loss and/or destruction of the equipment provided, for any reason whatsoever, even in case of accidents or force majeure. The service provider will have the damaged equipment repaired at the expense of the customer. During repairs, and as long as the equipment remains unusable, costs for the provision of equipment shall remain payable by the customer.

Art. 13 The customer shall be liable for the use and the placement of the equipment at all times and must indicate the exact location for the delivery and collection of the equipment. Well-founded complaints with regard to the placement of the equipment need to be submitted to the service provider within two working days after the placement. The service provider cannot be held responsible for any damage whatsoever resulting from the placement and the use of the equipment.

Art. 14 The customer shall be responsible for obtaining the required permit(s), for the installation of the necessary safety signs and for the observance of police regulations. In the case that it is explicitly agreed with the customer that the service provider needs to take care of this, the customer shall remain accountable and responsible for all the related costs.

Art. 15 Pledging the equipment to or placing the equipment at the disposal of third parties is prohibited.

Art. 16 The customer may only have the equipment collected, transported or relocated by the service provider or the latter's representative, failing which the customer shall be obliged to pay a fixed compensation amounting to €250 (subject to change, see Article 5) per infringement to the service provider.

Art. 17 The terms for the placement or the collection/emptying of the containers are merely indicative and shall not be binding towards the service provider in any way. The customer shall therefore not be able to claim any damages provided that the collection takes place within a reasonable length of time.

Art. 18 Equipment belonging to the customer needs to be in perfect condition at all times; the service provider cannot be held liable for damage to it due to wear and tear or bad maintenance.

TRANSPORT

Art. 19 The receptacle or the waste products that need to be collected shall be accessible to the lorry at all times. The loading and unloading process in the depots shall take place without delay and from the moment the lorry presents itself. All waiting periods as from ½ hour after arrival shall be charged separately. Costs shall be charged in the case of dumpsters which cannot be emptied.

Art. 20 The customer needs to see to it that the waste products are packed in a way that is safe for transport and in accordance with Belgian (regional and federal), European and international regulations and standards, even if the service provider is responsible for the labelling and the transport documents. All packages to be collected need to be suitable for road transport and non-returnable pallets may or may not be used. If we establish that the above obligations have not been met, we have the right to refuse collection and charge a pre-driving fee. During the transport and the unloading of waste products, polymerised, gaseous, explosive or other dangerous by-products may not be formed. For the collection of hazardous waste barrels of 200 litres, pallet boxes, TL tubes, ASP or IBC containers need to be used at all times.

Art. 21 Only the weights that are determined by the service provider by means of a calibrated weighbridge shall be used for invoices. When the contractual maximum load of a wheeled bin is exceeded, there will be a separate invoice for the excess on the basis of recorded weights. When other items are found next to the wheeled bin provided, a surcharge will apply for the handling thereof, and the weights thereof will be invoiced separately.

Art. 22 The technical maximum load for each type of receptacle may not be exceeded. All transhipment in weight, volume and distribution of the load on the loading floor are the responsibility of the shipper. Disposal containers may only be loaded to the edge. Unless stated otherwise, the load of a dumpster shall not exceed 10,000 kg. Bags presented for collection may not exceed 20 kg per bag. In the case of overloading the customer shall unload the dumpster at their expense until the latter is no longer overloaded and additional services shall be charged. Traffic fines for failure to comply with the legislation on cargo security are the responsibility of the shipper/customer.

Art. 23 Damage as a consequence of overloading will be paid for by the customer. You can find out more information about this on our website.

ACCEPTANCE AND PROCESSING

Art. 24 The receptacles provided are meant for the collection of waste and recycling fractions as described in the agreement.

Art. 25 The presented waste products need to correspond to the provided data and to the acceptance conditions stipulated by the service provider. The customer undertakes to correctly describe the characteristics of the latter (both chemical and physical). In the event that the composition of waste products is modified, the customer must volunteer this information to the service provider. The customer also undertakes to give additional information with regard to waste upon first request of the service provider.

Art. 26 In the event that the waste to be collected is non-conformable the service provider may:

- Refuse the waste. If the waste remains in location the customer shall not be entitled to any compensation whatsoever.
- Accept the waste and dispose of interfering elements – if any – and have them processed at the expense of the customer.
- Return the waste to the customer: should no possible processing method be found for the non-conforming waste products. In all cases the costs resulting from this (storage, sorting, transportation, processing, analysis and administration etc.) and other disadvantages encountered shall be at the expense of the customer.

The customer agrees that the non-conformity can be proven by the service provider on the basis of pictures and/or a written notification.

Art. 27 Any packaging of waste products will be considered as lost packaging. This means that that packaging will be processed with the collected waste or processed in a manner specific to the packaging. In either case, these processing costs will be charged to the customer.

Art. 28 The following waste products are not permitted in the receptacles or upon delivery: radioactive waste, explosive waste, burning waste or waste that can cause a fire.

Art. 29 The service provider shall process the collected or delivered recyclable materials or waste products that can be accepted or will have them processed as such via third parties in accordance with the legislation.

DURATION, SUSPENSION AND TERMINATION OF THE AGREEMENT

Art. 30 The duration of the agreement is specified in the special terms and conditions of the contract and begins when the contract has been signed. If our service provision starts later, in accordance with the customer's wishes, the related service will also start later. In this case, the duration of the agreement will be extended by a period equal to the period between the signing of the contract and the placement of the receptacle(s).

The absence of a written agreement is equated to an actual agreement of one year, starting on the date that the equipment was made available to the customer, was installed or on the date that the waste is delivered or collected for the first time.

Art. 31 At the end of the agreement the latter will be tacitly renewed for the same duration, unless it is terminated by either party at least three months before the expiration of the ongoing period in case of a one-year contract or at least six months before the expiration of the ongoing period in case of a multi-year contract.

Art. 32 If the service provider finds that non-conformable waste (as defined in articles 24, 25, 26 and 28 of these general terms and conditions) was presented, the agreement with the customer may be immediately suspended for a duration of one (1) month (in case of a first infringement) and three (3) months (in case of a second infringement), without this giving rise to any right to damages. In case of a third infringement with regard to the presentation of non-conformable waste, the agreement may be suspended for an indefinite duration.

Art. 33 The service provider may immediately terminate or suspend the agreement without having to observe a term of notice or without having to pay any compensation if:

- they are unable to fulfil the agreement due to force majeure, a strike, a walkout or any other unforeseen circumstances;
- the customer does not comply with the obligations resulting from the present agreement within eight (8) days of having received a notice of default;
- the customer finds themselves in a situation for which the law stipulates that short-term debts are immediately claimable;
- the customer lays claim to wheeled equipment and/or operating equipment which was placed at their disposal and which does not belong to them;
- precautionary and/or urgent measures are taken by the government against the customer due to supposed irregularities. In these cases the invoices that are not yet due at that moment shall become payable immediately.

Art. 34 In the event of the premature termination of the agreement by or attributable to the customer the latter shall be obliged to pay an indemnification to the service provider. This indemnification is fixed at:

1) the amount of the remaining fee due for the provision of the equipment on the day of the termination with a maximum of 24 months;

2) to be increased by 15% of the total turnover that would normally be generated during the remaining duration of the agreement (also limited to a period of 24 months). This total turnover is calculated on the basis of the average turnover that was realised in the 12 months prior to the termination of the agreement.

Art. 35 If a contract has been signed, but is terminated by the customer before it starts, a fixed administration cost of €750 (subject to change, see Article 5) will be charged.

Art. 36 In the event that the customer transfers their company/operations the transferee automatically takes over the contract as well and it shall remain in force under the same conditions. The signatory of the initial agreement is responsible for notifying the new owner/transferee thereof. However, the service provider reserves the right to terminate the agreement one month after being informed of the identity of the transferee. Such a termination shall never give rise to any claim for damages whatsoever from the service provider. In the event that the customer relocates their company/operations the contract shall remain in force.

Art. 37 At the end of the agreement the equipment provided must be returned in good condition and ready for use by the agreed deadlines and in accordance with the terms and conditions stipulated in the agreement. All the costs related to this (transport, disassembly etc.) shall be at the expense of the customer at the rates that are in force at that time.

ADMINISTRATIVE CHANGES

Art. 38 At every administrative change of the contract requested by the customer, the customer will be liable for administrative costs amounting to €25 (subject to change, see Article 5). This may be a change of address, a change of VAT number, an adjustment of the emptying frequency or an adjustment in the maximum weight allowance. This list is not exhaustive.

TERMS AND CONDITIONS OF PAYMENT

Art. 39 Unless explicitly agreed otherwise in writing, all invoices are payable in cash, net and without a discount at the registered office of the service provider and with all costs at the expense of the customer.

Art. 40 Any complaint with regard to the invoiced services needs to be justified and sent via registered mail to the service provider within eight (8) days after the invoice was received. After this term the invoice is considered to have been irrevocably accepted by the customer by right and all complaints shall be rejected. Complaints filed by the customer shall by no means suspend the latter's obligation to pay.

Art. 41 In case of partial or complete non-payment of an invoice on the due date, an interest on arrears of 8% per year shall, by right and without proof of default, be payable starting on the due date. In case of non-payment of the invoice on the due date the outstanding amount shall, by right and without proof of default, be increased by fixed damages for all extrajudicial losses of 12% of the invoice amount, including VAT, with a minimum of €100 (subject to change, see Article 5) and a maximum of €2,500 (subject to change, see Article 5). In case of non-payment of an invoice on the due date, all outstanding sums shall become immediately claimable, regardless of previously agreed terms and conditions of payment. Furthermore the service provider reserves the right to partially or completely stop all services and/or deliveries without prior proof of default. In this case the customer remains bound by the contract nonetheless.

LIABILITY

Art. 42 The customer shall be liable for all losses suffered by the service provider, their representatives or third parties due to a deviation from the composition, nature, packaging or any other important characteristic of the presented waste or recycling fractions described in the contract. In case a third party, e.g. a third party whom the waste is directly sent to in order to be processed, holds the service provider liable for damage due to causes mentioned in the previous paragraph, the customer shall be obliged to indemnify the service provider. Both the customer and the service provider are responsible for the strict observance of the legal provisions that apply to them.

PRODUCT LIABILITY

Written for the various relationships: customer-producer - customer-processor - customer-buyer

Art. 43 Barring a written objection within eight (8) days and subject to delivery, all delivery deficits and visible faults are covered by the delivery itself. We shall only be responsible for hidden faults if we knew about them. This knowledge may not be assumed; it must be proven by the customer within thirty (30) days after the delivery. The service provider needs to be informed of the faults before the goods are treated or processed in any way.

RETENTION OF TITLE

Art. 44 Unless agreed otherwise the customer shall, at the moment of the collection, renounce their ownership of the waste which they consider to be rejected.

Art. 45 Goods sold by the service provider – if any – shall only become the property of the customer after the entire selling price has been paid. In case of payment via cheques or bills of exchange, the transfer of property shall only take place after the amounts have been definitively collected. However, the risks are transferred to the customer from the moment the goods have left the service provider's warehouses. We shall retain any paid advances as compensation for possible losses in case of resale.

LEGAL JURISDICTION – DISPUTES

Art. 46 In the event that one or more provisions of the agreement become(s) invalid, void or unenforceable this shall have no bearing on the validity of the other provisions. The parties shall draw up new provisions which resemble the invalid provisions as much as possible in good faith.

Art. 47 In the event of a dispute, only the courts of the judicial district in which the registered office of the service provider is located shall be competent. Solely the law of the country in which the registered office of the service provider is located shall be applicable.

PRIVACY

Art. 48 The supplier retains the right to collect data on the customer exclusively for in-house use, both directly through data provided by the customer at the time of the order and indirectly (e.g. through the use of cookies). In accordance with the December 8, 1992 Law on the protection of privacy in relation to personal data, the customer has, at all times, the right to view the data, to change it and to have it deleted if they no longer wish to receive information related to our activities. In order to do so, they should write to the supplier's customer service department.

De algemene voorwaarden zijn op eenvoudige vraag verkrijgbaar in het Nederlands.

Conditions générales en français sur simple demande.

Version date 2020-06-15