

# **Conditions of Acceptance**



Attero's Terms and Conditions of acceptance, inspection and refusal of waste substances. These conditions apply both to all of Attero's own and to external waste processing/treatment locations and companies designated by Attero.

Laws and regulations are determinant for the acceptance of waste flows. Laws and regulations may change over time, as was the case with the amendment Waste Substances (Landfill Sites and Dumping Prohibitions) Decree. Such changes therefore affect the applicability. There are also supplementary terms and conditions for a specific processing/treatment of waste substances apply along with these Terms and Conditions of Acceptance. Attero has the right to unilaterally declare such supplementary terms and conditions of acceptance applicable to agreements and offers as referred to in Article 2(1) if this is necessary on the basis of government measures / regulations (permits) and/or within the context of sound business operations, or is reasonably deemed necessary.

## General

#### Article 1 General definitions

Waste	All substances, preparations or objects, the disposal of which is
	intended by or required of the holder.

**Irregular Waste**Waste, the nature and composition of which require separate processing, that is also listed as such in the Supplementary Terms and

Conditions of Acceptance.

Hazardous Waste Hazardous Waste designated as such by ministerial order (European

LoW), including small chemical waste and/or small hazardous waste.

**European LoW** The European List of Waste that took effect on 8 May 2002.

**Waste Stream Number** A unique number issued by us. This can be obtained by completing

and submitting a Description Form. The assigned Waste Stream Number must be stated on every Accompanying Letter, digital or

otherwise.

**Description Form** A form on which the necessary data must be completed by or on

behalf of the Disposer or its representative and the Carrier to be handed to Customer Services before the offer of Waste. This form must be submitted to obtain approval and a Waste Stream Number.

Accompanying Letter A letter that satisfies the requirements of the Decree and the

Reporting Scheme. With it, the Disposer or its representative and the Carrier provide the necessary information. This letter is provided

when offering Waste at one of our locations.

**Weighing Card** An electronic data carrier that satisfies the requirements of the

Decree and the Reporting Scheme. It contains the necessary data on behalf of the Disposer or its representative and the Carrier. We read out the Weighing Card when Waste are offered at one of our

locations.

**Disposer** The party that produced the Waste and/or that is the owner of

the Waste, or the party that collects the Waste, on instruction or otherwise, from third parties and/or mediates and supplies to Attero.

**Carriers** The party that transports the Waste on the instruction of third parties

such as the Disposer.

Receipt or Delivery

Agreement

The agreement between the Disposer and Attero for the supply of

Waste for the processing or treatment of Waste.

Attero B.V. and the companies affiliated with it.

**Processing and Treatment** Acts of removal and recovery of Waste as referred to in Annexes II A

and B to European directive no 2006/12/EC.

Waste Tax (Wbm) The Waste Tax is part of the Environmental Taxes Act (Wet

belastingen op milieugrondslag - Wbm). Tax rates per 1000 kilos

apply to the incineration and dumping of Waste.

**Combustible Waste** Combustible Waste may include the following types of waste,

for example:

• residual household waste;

• waste from trade, commercial services and the public sector

(HDO);

• residual commercial waste;

• waste from the waste services department.

The Combustible Waste has an average caloric value per delivery unit

(truck or container) of 10.0 MJ/kg ( $\pm 10\%$ ).

**Household Waste** Waste from private households offered by and/or on behalf of a

municipality.

**HDO Waste** Waste from trade, commercial services and the public sector, the

nature and composition of which is comparable to Household Waste. HDO waste is also known as KWD waste (waste from offices, shops

and services).

#### **PMD**

Materials from households that are comprised of plastic packaging and/or metal packaging (tins) and/or drinks packaging. Sometimes referred to as PBD.

#### Commercial Waste

Other Combustible Waste that is not described in the other categories of Combustible Waste. Examples include industrial waste, processing waste, waste from direct collection in sediment containers, and waste residue from sorting processes. This category also covers bulky items that are not included under HDO Waste (pallets, agricultural foils, etc.).

## Waste Services Department Waste

Waste collected by waste services departments. This is: waste from street sweeping, markets and floating waste.

#### Green Waste

Organic-vegetable waste from the planting and maintenance of public greenery, woods and nature sites, and all vegetable waste comparable to it.

#### **GFT**

Separately collected vegetable, fruit and garden waste, including swill (groente-, fruit- en tuinafval - GFT). Small garden waste such as weeds and twigs also qualifies as GFT; large garden waste, such as bushes and trees, is Green Waste.

#### **Organic Commercial Waste**

Organic Commercial Waste comprises organic materials that remain as residual streams in industrial manufacturing processes, in particular when processing agricultural products and from the food, drink and tobacco industry:

- horticultural waste (greenhouse shoots and fruit waste);
- agricultural and forestry waste;
- the organic part of HDO/KWD Waste;
- auction waste;
- waste comprised of or containing animal by-products (Category 3 materials as referred to in Regulation EC no 1069/2009);
- residual streams from the food, drink and tobacco industry;
- treatment residue from other composting/fermenting installations.

#### Kitchen Waste and Swill

Vegetable and animal food scraps, primarily cooked, especially from industrial kitchens in the hospitality industry, commercial institutions, clinics and care homes.

## Other Residual Organic Streams

Residual streams of primarily organic materials, such as sludge that is not covered by the definition of Green Waste, GFT, Organic Commercial Waste, or Kitchen Waste and Swill.

#### **Bulky Household Waste**

Household Waste that, due to the size or weight of the pieces, cannot be processed together with Household Waste. Examples include bulky garden waste, furniture, carpeting and private construction and demolition waste.

## Construction and Demolition Waste

Waste from the construction, renovation and/or demolition of buildings and other construction works, such as roads and civiltechnical structural works.

## Waste with effectively contained Asbestos

Waste with effectively contained Asbestos is waste in which asbestos fibres are contained in other substances, such as rubber, plastic, resin and concrete. Examples include:

- asbestos-cement sheeting;
- brake and friction materials;
- floor tiles, floor lining and flooring;
- impregnated asbestos packaging.

## Waste containing free or lightly contained Asbestos

This category of waste containing free or lightly contained asbestos includes:

- vacuumed / captured / swept waste containing asbestos;
- asbestos cording, asbestos socks, stuffing box sealing, compressed asbestos sheeting, asbestos board, asbestos paper and asbestos textiles;
- sprayed asbestos;
- products containing crocidolite;
- empty packaging for asbestos fibres.

M/m

Mass percentages.

## Article 2 Applicability

- 1. These Terms and Conditions of Acceptance apply to all agreements and offers concerning the delivery of Waste at Attero's own and external waste processing locations and companies, in so far as designated by Attero.
- 2. Attero reserves the right to stipulate specific or deviating terms and conditions that vary from these provisions for individual locations belonging to or designated by Attero. In that event, such terms and conditions are laid down in the Receipt or Delivery Agreement.
- 3. Deviations from these Terms and Conditions of Acceptance only apply in so far as these have been explicitly accepted by Attero in writing.
- 4. The following apply to all agreements and offers regarding the supply of Waste:
  - the General Terms and Conditions of Attero B.V. and companies affiliated with it;
  - the Supplementary Terms and Conditions of Acceptance;
  - Attero's location rules. The General Terms and Conditions can be obtained from Attero's Customer Services.
- 5. Disposers will be informed of interim and other changes to the Terms and Conditions of Acceptance in good time. If such changes result in the Disposer reasonably being unable to satisfy its obligations in full or in part, the Disposer must contact Attero as soon as possible in an attempt to resolve the issue.
- 6. Attero rejects the applicability of the Disposer's general terms and conditions, except where agreed otherwise in writing.

#### **Article 3 Rules of Conduct**

- 1. The Disposer and/or the Carrier must comply with the rules and terms and conditions laid down in this scheme and with the terms and conditions laid down in Attero's location rules.
- 2. The Disposer and/or the Carrier are obliged to comply with the regulations concerning the maximum allowable weight of the transport vehicle.

  Measures may be imposed if the location weight is improperly exceeded.
- 3. The Disposer and/or the Carrier are obliged to follow the instructions given inside the site of the Attero locations by persons designated by Attero.
- 4. Failing to comply with the rules and the terms and conditions as well as any failure to follow the instructions may result in the Disposer and/or the Carrier being denied access to the Attero location with immediate effect.
- 5. Said designated persons may also immediately take any measures, if necessary at the expense of the Disposer or the Carrier, that are reasonably necessary in order to perform instructions given earlier.
- 6. The Disposer and/or the Carrier are obliged to comply with the regulations concerning the maximum allowable freight car weight of the transport vehicle. Measures may be imposed if the freight car weight is improperly exceeded.

### Article 4 Acceptance - General

- 1. Attero only accepts Waste that is permitted according to the permit issued within the context of the Environmental Permitting General Provisions Act (Wet algemene bepalingen omgevingsrecht Wabo) and for which a Receipt or Delivery Agreement has been concluded. In case of doubt, the criteria based on the Wabo are leading.
- 2. Attero only accepts Waste from Carriers, collectors, processors and intermediaries that are included on the list of the National and International Road Transport Organization (Nationale en Internationale Wegvervoer Organisatie NIWO) if said companies are professional waste organisations, and on the Disposer's instructions.
- 3. For example, Attero will not accept Waste that is included in the list of Prohibited Waste in the Supplementary Terms and Conditions of Acceptance.
- 4. The Disposer of the Waste must reasonably assess whether the Waste contains a Substance of Very High Concern (Zeer Zorgwekkende Stoffen ZZS) and must inform Attero in advance of the classification and quantity of the ZZS present in the Waste. Defined as ZZS are all substances that are mentioned in the most recent ZZS list issued by the RIVM (National Institute for Public Health and the Environment).

- 5. Attero may refuse any Waste or batch of Waste:
  - that is not in accordance with the description provided by the Disposer in the Description Form or with what Attero and the Disposer have agreed in the order confirmation or Receipt or Delivery Agreement;
  - of which the composition is unknown;
  - that will or may cause harm to persons and installations at the location designated by Attero;
  - that does not satisfy the provisions of international, European and/or Dutch law and regulations.
- 6. The Disposer undertakes to strictly comply with the Receipt or Delivery Agreement, the Terms and Conditions of Acceptance, the acceptance procedures, any Supplementary Terms and Conditions of Acceptance and the location rules.
- 7. The Disposer will inform the Carrier of the contents of the Receipt or Delivery Agreement.
- 8. The Disposer is obliged to ensure that the Waste offered is accompanied by the documents required in accordance with the law and regulations or digital data carriers acceptable by law, and to provide the data requested therein in full and truthfully.
- 9. The documents referred to in paragraph 8 are checked by Attero for completeness, and for the accuracy of the data in so far as possible. However, the Disposer always bears responsibility for the information in the form.
- 10. The Disposer must give notice of the intended supply of Irregular Waste no later than two business days in advance.
- 11. Unless agreed otherwise in writing in accordance with Article 2.3, the Waste must be supplied such that neither the load nor any parts thereof can fall from the vehicle before reaching the dumping or other area. If this risk is inherent to the nature of the Waste, the load must be covered. Unless agreed otherwise in writing, the substance must also be offered such that they are firm and do not leak, will not blow away and will not cause any dust or odour nuisance during their supply and/or dumping. Costs incurred by Attero for the removal of deviating substances may be recovered by Attero from the responsible party or the Disposer or its representative.
- 12. Attero may impose further requirements on specific Waste streams. These may concern the manner, time and place of supply, unit dimensions, firmness or packaging. Such further requirements will be mentioned in the Receipt or Delivery Agreement.
- 13. The substances offered comprised of packaging may not be \*\*closed/sealed\*\* unless agreed otherwise in writing. These must also be emptied by shaking or scraping such that no more contents can escape.
- 14. Waste may only be offered for processing during the opening hours determined by Attero. Information about the opening hours can be requested from Attero's Customer Services.
- 15. In consultation with the Disposer, Attero may make arrangements for spreading the supply of large quantities of Waste of one and the same type.

- 16. Attero accepts Waste delivered by ship, by rail or by axis. Specific terms and conditions regarding the supply of Waste are laid down in the Receipt or Delivery Agreement.
- 17. If Attero so desires, prior to supply the Disposer must provide an analysis report of the Waste drawn up at the Disposer's expense by an independent, accredited laboratory. Upon the supply of Hazardous Waste, the Disposer must be able to provide an analysis report at all times.
- 18. If it proves after the fact that the Waste does not satisfy the Receipt or Delivery Agreement, Attero will be deemed to have never accepted those substances. In that event, a Refusal as referred to in Article 6 is still involved.
- 19. Disposers will be informed of interim and other changes to the Terms and Conditions of Acceptance in good time. If such changes result in the Disposer reasonably being unable to satisfy its obligations in full or in part, the Disposer must contact Attero as soon as possible in an attempt to resolve the issue.
- 20. Attero on the one hand and the Disposer on the other hand will inform one another of stagnations and deviations that will or threaten to occur in the normal and usual supply/acceptance of Waste.
- 21. In all cases not provided for in this scheme or contrary to the Receipt or Delivery Agreement, Attero's management decides. In those cases necessitating immediate action, personnel on site designated by Attero are likewise authorised.
- 22. Attero is authorised to impose further rules for the performance of this scheme.

## **Article 5 Supply**

- 1. Substances offered by the Disposer or the Carrier are checked upon delivery to determine whether their nature, composition and quantity satisfy all requirements and terms and conditions mentioned in this scheme.
- 2. In a manner that is binding on the Disposer and/or the Carrier, Attero determines the quantity of the substances supplied by means of a calibrated weighbridge. Attero reserves the right to deviate from this in individual cases.
- 3. After weighing, or unless Attero determines the quantity otherwise in individual cases, the Carrier receives a copy of the weighing or volume results.
- 4. The Accompany Letter or Weighing Card is checked by Attero for completeness and to the extent possible as to the accuracy of the data, as well as the approval for supply obtained.
- Attero can receive and process digital guidance letters in accordance with the EBA standard only after prior consent by Attero. Additional conditions may apply.
   More information can be requested from Attero's Customer Services department.

#### Article 6 Checks and Refusal

- 1. Attero reserves the right to check and/or take samples of the Waste supplied at all times, and to study or analyse these at the expense of the Disposer. The Disposer is free to be present or represented during the sampling and to have counter sampling/analyses conducted. In the Disposer's absence during these checks, or in the absence of counter sampling/analyses by the Disposer, Attero's findings are binding.
- 2. If further checks result in the batch being rejected in full or in part, Attero is entitled to recover any costs incurred by Attero to remove or process all or part of the batch in the manner prescribed for the party involved, via Attero, from the party causing such or the Disposer.
- 3. If further checks result in the batch being rejected in full or in part, the Disposer will take back the rejected batch or part of the batch or have it processed by Attero within two business days, with due observance of Article 6.2 and unless agreed otherwise between the parties. If the Disposer does not comply with taking back the rejected batch or request Attero to process the batch concerned, Attero reserves the right to proceed to process it.
- 4. The substances offered are deemed to have been accepted by Attero, after checking the offered substances at the dumping location or during the entry of the substances into the processing process, at the time that Attero determines that the offered substances correspond with the information submitted in advance and satisfy the requirements and terms and conditions of this scheme. In the event of demonstrable damage occurring as a result of the waste offered, the Disposer may still be held liable.
- 5. Notice of Refusal on the basis of the provisions in Article 4 is given to the Disposer verbally or in writing upon the supply or intended supply at Attero's location. In this context, supply means the physical offer on Attero's site. The waste is not definitively accepted at that point, but is located on Attero's site. In most cases, the weighing will have been performed already. In any event, the Disposer is notified about the Refusal in writing or digitally as soon as possible after the Waste has actually been offered at the location designated by Attero.
- 6. A Refusal as referred to in Article 6.5 is substantiated by Attero with a report of the checks performed and/or photographs of the waste that was refused.
- 7. Attero can still refuse Waste after two days:
  - if within that term, Attero has notified the Disposer in writing that in view of the quantity of Waste supplied and/or the absence of analysis certificates or other data regarding the quality of its composition, it needs more time for the acceptance. Attero will inform the Disposer within one week after said notification of a Refusal:
  - if the Disposer proves to have provided Attero with incorrect information about the composition of the Waste involved. The Disposer is notified of this Refusal within two business days after the discovery of the incorrect information.

## **Article 7 Objections**

- Objections, with reasons, against decisions taken on the basis of this scheme may be submitted
  in writing to Attero (Customer Services department) by the Disposer and/or the Carrier. Attero's
  management handles the objection as quickly as possible and takes a decision within thirty days.
- 2. The submission of a notice of objection does not suspend the effect of the decision to which it pertains. The decision remains in effect until Attero's management has decided otherwise and has notified the Disposer in writing of this new decision.
- 3. All disputes arising further to the Terms and Conditions of Acceptance or Supplementary Terms and Conditions of Acceptance are submitted to a competent court, except when Attero and the Disposer have declared in the order confirmation or in the Receipt or Delivery Agreement that a different court or instance, such as arbitration, has absolute jurisdiction. Furthermore, Dutch law applies.

The regular legal remedies may be used against decisions made by Attero's management, it being understood that the provisions in paragraph 2 of this article remain in effect and no suspensive effect on the first decision taken may be assumed.

## Terms and Conditions of Acceptance per product group

### Article 8 Supplementary Terms and Conditions of Acceptance

- 1. These Supplementary Terms and Conditions of Acceptance apply to specific Waste or for specific processing or treatment installations, along with the General Terms and Conditions and the location rules. Attero has the right to unilaterally declare such supplementary terms and conditions of acceptance applicable to agreements and offers if necessary on the basis of government measures / regulations (permits) and/or within the context of sound business operations, or is reasonably deemed necessary by Attero.
- 2. The following substances that are harmful to the environment may not be offered to Attero:
  - substances designated as harmful to the environment according to the Nuclear Energy Act (Kernenergiewet Bulletin of Acts and Decrees 1963, 82) and the Rendering Act (Destructiewet Bulletin of Acts and Decrees 1957, 84);
  - specific hospital waste;
  - chemical and comparable waste (KGA Waste);
  - paints such as enamels, coatings, stains, primers, paint sludge, filter mats, colourings and the like;
  - solvents such as thinners, turpentines, ammoniac solutions and the like;
  - glues such as mounting kit, PVC glues, dual component glues, artificial resin glues and the like;
  - chemical construction materials, including mortar additives and fillers;
  - sealing agents, including instant sprays, PU or other foams and bitumen;
  - oils and lubricants such as diesel and heating oils, hydraulic oils, motor oils, brake fluids, grease, casting oils, oil filters, absorbent beads, compressed air condensation, soldering agents and pastes and the like;
  - pesticides;
  - acids and lyes;
  - cleaning agents;
  - refrigerators and freezers, batteries, energy efficient lightbulbs, fluorescent lighting tubes and condensers containing PCB from light fixtures;
  - waste subject to the Waste Electrical and Electronic Equipment Regulations (Regeling afgedankte elektrische en elektronische apparatuur);
  - self-ignitable or easily ignitable waste;
  - batteries containing lithium and/or other flammable batteries;
  - explosive waste substances;
  - waste that is hazardous to humans or plant or animal life;
  - waste that develops gases, reacts exothermically and/or ignites upon contact with water;
  - fire extinguishers, gas cylinders, nitrous oxide and helium cylinders.
- 3. In special cases, acceptance of waste streams that are otherwise not accepted is still possible. Attero can impose supplementary terms and conditions on doing so. This applies to the following types of waste:
  - highly dusty waste substances and waste substance that cause an objectionable odour;
  - closed vessels, containers, drums and other packaging materials of which the contents cannot be directly checked;
  - burning and smouldering waste;
  - waste comprising objects or materials that are larger than 1500 mm in any direction;
  - batches of waste with objects that are larger than 0.5 m<sup>3</sup> and/or heavier than 100 kg;
  - batches of waste that contain metal rods or containers under pressure;
  - batches of waste that contain long, tough strings or is comprised of coils of rope, fishing nets, strong threads, foils and the like;

- vehicle tyres;
- wooden pallets;
- liquid waste;
- Big Bags.

In case of doubt, contact Customer Services at 088 550 25 00.

- 4. Upon dumping, the substances offered may not (at Attero's discretion):
  - spread a noxious odour;
  - cause dust;
  - generate or cause any heat;
  - contain any burning or smouldering materials unless provided otherwise on the basis of Article 8.3.
- 5. Substances that are excluded for Attero's own reasons are not accepted either.

## Article 9 Terms and Conditions of Acceptance of Combustible Waste (domestic)

- 1. Waste must be delivered dumped freely and by bulk transport. Deviations are only possible in consultation with Customer Services.
- 2. Waste reported as "fine", which therefore needs no reduction, may have a maximum size of 300 x 300 x 1000 mm.
- 3. Waste reported as "bulk" that needs reduction may have a maximum size of  $1000 \times 1000 \times 1500$  mm, and may not contain any objects or materials with a volume of more than  $0.5 \text{ m}^3$ .
- 4. Waste must have a specific weight of more than 200 kg/m³. Standard, wooden pallets including free, piled combustible materials are assessed separately per case.
- 5. When offering voluminous waste streams, such as styrofoam, rubber, textile fibres, insulation materials and plastics, with a specific weight of less than 200 kg/m³, a surcharge may apply.
- 6. Standard, wooden pallets including free, piled combustible materials are assessed separately per case.
- 7. The following waste is not accepted as Combustible Waste:
  - waste of a massive or inert nature making complete incineration impossible;
  - waste that may negatively impact the incineration process and/or that may cause damage to equipment and installations;
  - waste containing objects or materials that weigh more than 100 kg;
  - materials and/or waste that causes dust to develop during unloading and/or processing;
  - waste that causes ribbons to form;
  - waste from shredder installations in the vehicle industry;
  - waste that contains easily flammable materials;
  - waste containing metal rods;

- waste that may result in poisonous substances when combined with other waste or that could otherwise cause damage;
- waste substances containing pressurised containers such as fire extinguishers, gas cylinders, nitrous oxide and helium cylinders;
- automobile wrecks or non-combustible parts thereof and automobile or motorcycle parts that contain or may contain oil and/or fuel residue;
- waste that contains asbestos;
- waste contained in sealed vessels and/or other packaging material;
- waste that may cause a safety hazard while being reduced, such as polyester sheets;
- batteries containing lithium and/or other flammable batteries;
- mattresses and/or pillows, shredded or otherwise, when more than 1 per 20 m<sup>3</sup>.
- 8. An appointment may be scheduled for the first delivery of a new waste stream if Attero deems this necessary. Attero's Customer Services will inform you if this applies.
- 9. For Combustible Waste offered at installations designated on the basis of the Environmental Taxes Act, Attero is required to charge Waste Tax to the Disposer. From 1 January 2021 a carbon tax was also introduced under the above law. Attero will charge this levy to the Disposer of the Combustible Waste.
- 10. If Waste is supplied on pallets, the delivery vehicle must be equipped with a fork lift of its own. If there is no fork lift, the fork lift at Attero's location may be used, if present, by way of exception. In that event, notice of the waste transport must be given at least two business days in advance. A truck lift is not available at all Attero sites. Additional processing costs will be charged for use of the fork lift for unloading.
- 11. When offering voluminous waste streams, such as styrofoam, rubber, textile fibres, insulation materials and plastics, with a specific weight of less than 200 kg/m³, a surcharge may apply.

#### Article 10 Combustible Waste (imported)

- 1. Articles 9.2 and 9.5 apply in full to imported Combustible Waste.
- 2. Combustible Waste as referred to here must comprise residual urban waste or comparable residual commercial waste.
- 3. The Disposer is responsible for satisfying all applicable regulatory requirements regarding the international shipment of waste (EWSR).
- 4. A copy of the decision issued by the competent authorities on the basis of the regulation referred to in Article 10.3 must be present at the time the waste is actually offered at Attero.
- 5. Waste may be dumped loose or offered in bales. If bales are offered, these must be equipped with netting or plastic string and be wrapped in at least eight layers of foil.

### Article 11 Terms and Conditions of Acceptance of Waste containing Asbestos

- 1. At the locations with permits to that end, Attero accepts two categories of Waste containing Asbestos, to wit Waste with effectively contained Asbestos and Waste containing free or lightly contained Asbestos.
- 2. Container bags may not be loaded heavier than 10 tonnes.
- 3. There are possibilities for supplying unpacked Waste containing Asbestos. When Waste is offered in this manner, analyses must be available. The waste must be supplied packed air-tight in containers and must be wet enough that no dust will form (humidity of soil > 10% and rubble > 5%). Policy Rule 4.45 of the Working Conditions legislation applies to this. Notice of bulk shipments must be given at least three days in advance. The Disposer must dump the material containing asbestos in accordance with the instructions of an expert (DTA / DLP). Attero can make this possible for an extra fee. To this end, separate arrangements are made with the parties involved for each batch of Waste, and a reporting obligation applies to the supply, because additional measures are necessary.
- 4. For each location of origin, the asbestos or the Waste containing Asbestos to be offered must be reported to Attero in accordance with the law. Attero will then issue a new Waste Stream Number for each location of origin that can be used for the supply.
- 5. All Waste containing Asbestos must be offered packed air-tight in asbestos foil (double transparent polyethylene foil) with a thickness of at least 0.2 mm so that it cannot cause damage to the environment.
- 6. Waste with free or lightly contained Asbestos may not be combined with Waste with effectively contained Asbestos.
- 7. Waste with free or lightly contained Asbestos that is not packed due to its size and soil-like waste must be made very moist.
- 8. Asbestos pipes with an internal diameter of up to 0.5 metre must be individually wrapped air-tight and must visibly display an "asbestos sticker". Instead of this individual wrapping, packaging in "asbestos container depot Big Bags" is also permitted.
- 9. Material equated with asbestos (such as asbestos-free corrugated sheets) must be wrapped the same as materials containing asbestos. Any asbestos logos present must be removed.
- 10. Asbestos waste or waste containing asbestos may be offered on business days during the depot's regular opening hours up to one-half hour prior to closing. A call in advance to Customer Services is not required, provided a Waste Stream Number has been obtained for the relevant origin and unless otherwise agreed with you (for example in the event of the unwrapped supply of materials contaminated with asbestos).
- 11. Waste free of asbestos that is visually difficult to distinguish from Waste containing Asbestos must be supplied separately.

- 12. Waste containing asbestos and asbestos waste can be offered in the following ways:
  - On a sturdy pallet. The packages may measure up to 0.80 metre in height and must be properly lashed to the pallet. The vehicle in which the pallets are delivered must have a flat loading floor. It must be possible to remove the pallets from the fork lift using a shovel. The pallets may not be retrieved
  - In a double-walled container Big Bag placed inside a container. This container is transferred on the Attero site to Attero's equipment for further transport. This is why the container, measuring at least six metres in length, must be suitable for processing using a chain system.
  - In Big Bags inside which the asbestos has been pre-wrapped in PE foil, or in double-walled Big Bags suitable for packing asbestos. The manner in which the waste is to be offered may differ per location and must be agreed with Attero in advance.
- 13. The containers in which the waste containing asbestos is supplied may not damage the asbestos bags while the waste is being unloaded. This means that the walls and floors of the container must have smooth finishing. Tailgates may not be used either.
- 14. The maximum load or work load stated by the manufacturer of the container Big Bags may not be exceeded. At some Attero sites, the container may be transferred to Attero equipment for further transport. This is why the container must be suitable for lifting by means of a system using hooks or chains and must be at least six metres in length. If the container is supplied with a different system, the vehicle will be allowed to drive to the dumping location and must be suitable for this (at least 4 x 6 double drive).
- 15. For waste referred to in this article that is offered at installations designated on the basis of the Environmental Taxes Act, Attero is required to charge the Disposer Waste Tax.
- 16. For waste containing asbestos from the remediation of roofing, an exemption may be obtained for the tax referred to in Article 11.14. To that end, the form "Waste containing Asbestos from Roofing" must be submitted when applying for the Waste Stream Number, at least two business days before offer of the waste is to commence.
- 17. If both roofing waste containing asbestos and other waste containing asbestos come from one location of origin, applications for two Waste Stream Numbers are necessary for that location. The terms and conditions mentioned in paragraph 15 apply to roofing waste containing asbestos.

#### Article 12 Terms and Conditions of Acceptance of other landfill streams

- 1. Attero accepts the following Waste for dumping in landfills, with due observance of the rules according the Waste (Landfill Sites and Dumping Prohibitions) Decree (Besluit stortplaatsen en stortverboden afvalstoffen Bssa) and the National Waste Management Plan (Landelijk Afvalbeheer Plan LAP):
  - non-remediable soil and soil remediation residue. The competent authority must have issued a "non-remediable declaration" for the relevant batch;
  - dredging spoils;
  - oiled sand, green sand, refractory linings and other refractory waste;
  - non-remediable blasting grit and other blasting waste. If accompanying analyses are provided, these must satisfy the rules for non-remediability of blasting grit.
- 2. For waste streams to which the dumping prohibition applies, an exemption may be applied for under certain conditions. In consultation with Attero's Customer Services, the necessary data can be discussed.
- 3. Attero accepts the Waste referred to in paragraphs 1 and 2 of this article exclusively after assessment by Attero's acceptant, who is also entitled to request the analyses of the Waste from the Disposer.
- 4. Waste being dumped in landfills must be offered at least in a firm state. The dry substance content must be at least 30-35%. This is dependent on the processing location.
- 5. Waste as referred to in paragraphs 1 and 2 of this article may not contain any mattresses or pillows, shredded or otherwise, and also no lithium-containing batteries and/or other flammable batteries.
- 6. Liquid streams must have a dry substance content of 30 or 35%, depending on the location, and must be firm.
- 7. For waste referred to in this article that is offered at installations designated on the basis of the Environmental Taxes Act, Attero is required to charge the Disposer Waste Tax. Some Waste Streams are exempted from Waste Tax. Contact Attero's Customer Services for more information.
- 8. Container bags may not be loaded heavier than 10 tonnes.

## Article 13 Terms and Conditions of Acceptance of (remediable) soil/sand

1. The material to be supplied must satisfy the requirements described in the table below.

Type of material	Requirements
Contaminated soil/sand	The chemical physical composition and the quantity of materials foreign to the soil must be known in advance; if unknown, an inspection or test is performed based on the requirements of BRL 7500.
Soil/sand containing asbestos	The chemical physical composition and the quantity of materials foreign to the soil must be known in advance; if unknown, an inspection or test is performed based on the requirements of BRL 7500.
Track ballast	The chemical physical composition, quantity of materials foreign to the soil and the measured asbestos content must be known in advance.
Dredging spoils (remediable)	The chemical composition, a sieve analysis, and the quantity and type of materials foreign to the soil must be known in advance. If an analysis indicates that the dredging spoils cannot be remediated, the waste stream may be offered at the dumping site.
Sewage, storm drain and pumping station sludge ("RKG")	<ul><li>&gt; 70% weight and/or volume sand and soil part;</li><li>&lt; 20% weight and/or volume organic waste;</li><li>&lt; 10% weight and/or volume stone-like material;</li><li>&lt; 5% weight and/or volume other non-chemical waste.</li></ul>

premise for sewage sand/sifted RGK is at least 90% sand premise for Sand from sweeping ("V") is >80% sand premise for un-sifted RKGV/RKG sludge is >70-80% sand

- 2. If the soil contains a higher percentage of foreign material than described, it must be sifted in advance. This also applies to batches in which the material foreign to the soil > 200 x 200 mm. The extra sifting step can be performed by Attero in certain cases, based on consultation. Any additional costs are agreed with the Disposer in advance. Material foreign to the soil is understood to mean:
  - branches, roots, leaves and the like;
  - stone-like materials (rubble);
  - other materials foreign to the soil.

With other materials foreign to the soil, the quantity to be accepted is assessed by Attero.

- 3. For the purpose of pre-acceptance, the Disposer must provide insight into the physical and chemical composition of the relevant batch of contaminated soil/dredging spoils, in part based on historical information. Sources for this data could be:
  - preliminary investigation in accordance with NEN 5725 or NEN 5717;
  - indicative, exploratory or further water or soil surveys;
  - remediation survey, remediation plan or BUS report;
  - a depot inspection within the context of the Soil Protection Act (Wet bodembescherming Wbb) or the Soil Quality Decree (Besluit Bodemkwaliteit Bbk);
  - indicative batch or other inspection in accordance with paragraph 6.4.6 of BRL 9335-1.

- 4. For all batches of contaminated soil/dredging spoils, insight must be provided into the physical and chemical composition prior to delivery, by means of valid evidence. Physical composition:
  - dry substance (ds) content;
  - lutum content;
  - foreign-to-the-soil material content;
  - humus (organic matter) content.
- 5. Composition values of a batch of contaminated soil must be within the acceptance value limits from BRL SIKB 7500. The current acceptance value limits can be consulted at: https://www.sikb.nl/doc/BRL7500/BRL%207500%20Protocol%207510%20vs%205\_0.pdf
- 6. Composition values of a batch of contaminated soil must be within the acceptance value limits of BRL SIKB 9335. In that BRL, the acceptance value limit for soil preliminarily indicated to be reusable is: maximum class Industry (in accordance with Soil Quality Decree).
- 7. Undetermined and/or unreported parameters/substances are assumed not to be present, but normally may not exceed the Maximum Values for the class Industry in accordance with the Soil Quality Regulations (Annex B).
- 8. In all cases, data must be submitted concerning the PFAS content values. For more information regarding the current package for analysis, see: https://www.bodemplus.nl/onderwerpen/wet-regelgeving/bbk/vragen/grond-bagger-pfas/faq/welke-pfas/
- 9. When dredging spoils are supplied, a sieve analysis must also be available. If a batch contains asbestos, the Disposer must indicate the weighed concentration by means of an analysis. If parameters other than the foregoing are not named or analysed, these are assumed not to be present unless a different assessment is made based on the specific properties of a batch, such as its origin, nature, history and the like.
- 10. If it is to be expected based on batch-specific information that parameters other than those mentioned above will be found in the materials offered, Attero reserves the right at all times to require additional information and/or analyses prior to acceptance.
- 11. Attero offers the possibility of having soil tested on behalf of the Disposer. This involves costs.
- 12. Attero tests the batches of contaminated soil and dredging spoils in accordance with SIKB protocol 7510 "Processing remediation of ex situ contamination in soil and dredging spoils" (Procesmatige ex situ reiniging van grond en baggerspecie) prior to acceptance.
- 13. When soil for is offered for the land bank, Attero tests based on the requirements imposed in BRL 9335.
- 14. At variance with paragraph 9, Attero applies a limit value of 10% (m/m) for materials foreign to the soil, unless agreed otherwise.

## Article 14 Terms and Conditions of Acceptance of building and demolition waste and rubble

- 1. Attero will analyse the chemical quality of the materials produced in its operations or have such analysed in accordance with KOMO BRL 2506 and will make the relevant data available upon request.
- 2. When processing Waste by sorting, Attero reserves the right to charge a surcharge to the Disposer in the event of the major presence of interfering substances. Interfering substances include, for example, binding, Big Bags, materials on rolls, strings, hoses, carpeting, audio and video devices, contaminated runner or agricultural foil, manure, products that generate dust, sorting residue (10–80), fishing nets, mattresses, roofing felt, ceiling system sheets, household waste, plaster and wet commercial waste.
- 3. Rubble may not contain more than 5% m/m of the following substances:
  - sand (m/m);
  - wood (3% m/m maximum);
  - other non-stony components such as glass, plastics, aerated concrete and the like.
- 4. Rubble from sorting installations and/or recycling centres may contain a maximum of 5% m/m of materials ≤11.2 mm.
- 5. In addition to the substances that are harmful to the environment mentioned in Article 8, the following substances may not be offered at Attero as building and demolition waste:
  - roofing materials (roofing gravel, mastic sealant, etc.)
  - rubber;
  - plaster and mortar containing plaster;
  - small chemical waste (kit, paint, solvents);
  - matrasses or pillows, shredded or otherwise;
  - residues from household waste incineration;
  - immobilisations:
  - materials from IBC constructions:
  - slags directly from metal and steel preparation, insofar as they do not fall under the conditions for use in hydraulic recycling granulate for the purposes of this assessment guideline;
  - slag directly from non-ferrous industry;
  - cleaned soil.
- 6. Aerated concrete must be 100% comprised of aerated concrete and may not be contaminated. Roofing waste containing tar and/or bitumen from the construction, renovation and/or demolition of roofs with any materials attached (composites) is accepted if the share of roofing mastic is ≥98% m/m.
- 7. Roofing gravel must be 100% comprised of roofing gravel and may not be contaminated.
- 8. Hard plastics such as pipes and ancillary materials made of thermoplastics (PVC/PE/HDPE) must be cleaned of any casing and spray fixtures and free of foreign materials.
- 9. Pipes and accessories made of thermoplastic PVCs must be cleaned of any casing and spray fixtures. The pipes and accessories may not have been used for applications that are likely to have involved contact with chemical pollutants.

#### Article 15 Terms and Conditions of Acceptance of Bulky Household Waste

1. The terms and conditions for the acceptance of Bulky Household Waste offered for sorting are determined in consultation with Attero.

## Article 16 Terms and Conditions of Acceptance of residual organic streams

- 1. Residual organic streams are understood to mean:
  - GFT;
  - organic commercial waste;
  - Kitchen Waste and Swill;
  - other residual organic streams.
- 2. The composition of the residual organic streams supplied must meet the following requirements:
  - main component: at least 98% in terms of both weight and volume of materials that are suited for biological processing and are in line with the products compost and/or biomass;
  - other components: 2% maximum in terms of weight and/or volume contamination like stones, glass, rubber, metals, plastics, bulky wood and the like.
- 3. The composition of GFT must satisfy the guidelines published on the Milieu Centraal website (https://www.milieucentraal.nl/minder-afval/welk-afval-waar/groente-fruit-en-tuinafval-gft/).
- 4. Residual organic streams may not contain elmwood.
- 5. GFT must be offered to Attero within 24 hours after the time of its collection.
- 6. Moreover, batches of GFT/residual organic streams will not be accepted if the percentages listed in Table 2 are exceeded.

Table 2 Quality requirements GFT and residual organic streams

Parameters	Per batch or container				
Individual component from Small Chemical Waste list	more than 0.02 percentage weight (1 kg/ton GFT)				
Objects from Small Chemical Waste list	more than 0.1 percentage weight (0.2 kg/ton GFT)				
Remains or other animal parts or slaughtering waste intended for destruction. Residual organic streams: exclusively category 3 materials are permitted. Materials falling under categories 1 and 2 are not permitted.	more than 2 percentage weight (20 kg/ton GFT)				
Objects made of glass, stone, ceramics, rubber, wood, metal, textiles, plastic or combinations thereof	more than 2 percentage weight (20 kg/ton GFT)				
Individual component of the objects mentioned above	more than 1 percentage weight (10 kg/ton GFT)				
Vacuum cleaner bags, absorbent beads, hair, feathers or a mixture thereof	more than 1 percentage weight (10 kg/ton GFT)				
GFT in bags (with the exception of bags carrying the seedling logo for biodegradability; see section below)	more than 2 percentage weight (20 kg/ton GFT) (for bags including contents)				

- 7. GFT may be offered in bags made of either paper or biodegradable plastic providing the following conditions are met:
  - GFT bags smaller than 120 litres: these must carry a clearly visible seedling logo for biodegradability;
  - GFT liners of 120 litres or more: these must carry both an eco label and a seedling logo for biodegradability
- 8. For process-technical reasons, the following Waste cannot be accepted in principle:
  - Waste comprised of objects or materials that are larger than 150 cm in any direction;
  - Waste with objects that are larger than 0.5 m³ and/or heavier than 100 kg.
- 9. Residual organic streams may not contain:
  - substances that may not be accepted for processing pursuant to any statutory provision or ensuing European regulations (European LoW);
  - radioactive, anatomic, destruction, hospital or contaminated waste, it being understood that the chemical composition of the GFT waste supplied must be such that after composting, the requirements by virtue of statutory regulations are satisfied;
  - substances that prevent the compost from satisfying the new Fertilizers Act (Meststoffenwet) with the criteria imposed for obtaining "compost" or similar criteria;
  - Waste that could interfere with the biodegradation process, in particular disinfectants;
  - Kitchen Waste and Spills from means of transportation operating internationally.

- 10. Greenhouse shoots must be shredded and free of string and clips upon supply.
- 11. Greenhouse shoots on mats and rockwool mats from substrate horticulture, fruit and porridge-like waste are not accepted.
- 12. Waste from flower bulbs is not accepted for reason of reducing the risk of the spread of the resistant fungus Aspergillus fumigatus via the compost.
- 13. If the residual organic streams supplied prove to need checking in connection with quality assurance and/or for processing reasons, the data obtained are sent to the Disposer.
- 14. The collection and transport of residual organic streams must take place such that the quality of the residual organic streams is safeguarded in terms of proper biodegradation. This means, for example, that collected residual organic streams are to be delivered at Attero in closed vehicles within 24 hours after collection.

#### Article 17 Terms and Conditions of Acceptance of Green Waste

- 1. Green Waste may be comprised of: branches, round wood or wood chips, tree stumps (with a maximum contamination of 10% soil), grass sods, loose grass, aquacultures, residual organic products, cutting waste, reed, trimming sludge, leaves, other organic-vegetable materials in so far as they have no detrimental effect on the composting process.
- 2. Green Waste may not contain:
  - inorganic waste;
  - Hazardous Waste;
  - contaminated soil and dredge;
  - GFT;
  - rotting materials;
  - waste from sweeping or sewage and storm drain sludge;
  - Green Waste that carries contaminated dredge, soil or stones;
  - glass, stones, metals, paper/cardboard, rubber, plastic;
  - painted, impregnated or preserved wood, such as railroad ties;
  - nylon or other rope, wire and other synthetic materials;
  - Household Waste bags;
  - Green Waste that is so contaminated that the sale of the finished product from composting is threatened;
  - Green Waste contaminated with substances that could detrimentally impact the organic processing;
  - elmwood.
- 3. Green waste containing invasive exotics (such as hogweed or Japanese knotweed) will not be accepted. Invasive exotic species should be kept separate and taken to a processor that is equipped to process invasive exotic species (see <a href="Invasive exotic species">Invasive exotic species</a> = <a href="BVOR">BVOR</a>).

#### Article 18 PMD

- 1. PMD may not contain any interfering substances that could damage the installation or could have a negative impact on the output quality. Examples of this are:
  - residual Household Waste
  - textiles/clothing
  - agricultural or other tarps/landscape fabric/tenting
  - construction materials and tools
  - electronics
  - hard plastic that is not packaging material
  - toys
  - empty packaging with a volume of more than 5 litres
- 2. The share of interfering substances as referred to in Article 18.1 may not be more than 15% (m/m).
- 3. PMD is to be dumped loose or in transparent bags.
- 4. PMD supplied not in transparent bags may be designated by Attero as Household Waste, residual or otherwise, and thus be deemed an interfering substance.
- 5. The PMD packages should be empty. This also means that no other materials may be disposed of in PMD packaging.
- 6. PMD may not contain any streams as mentioned in Table 3.

#### Table 3 Substances that may not be in PMD

#### Substances that may not be in PMD

Packaging with chemical substances	Paper and cardboard residue			
Tubes for kit and foam	Blister strips (from medicines and chewing gum)			
Agricultural plastic and aqua foil	Toys, air mattresses, garden chairs, crates			
Clothes/Textiles and electronic devices	Household goods and consumer goods (buckets, dish drains and the like)			
Other packaging materials such as glass	Paint tins			
All types of aerosols				

## Article 19 Terms and Conditions of Acceptance of other waste streams

- 1. Other waste streams are Waste to which special terms and conditions of acceptance apply that must be agreed with Attero in advance and laid down in a Receipt or Delivery Agreement.
- 2. All foils including agricultural foils that are not shrink-wrap must be offered free of all foreign substances.
- 3. Paper/cardboard is accepted as a mono-stream and may not be contaminated with other substances.
- 4. Waste water may be accepted with notice in advance.

#### Table 4 Waste Streams accepted per location

	ВА	Organic	GHA	BSA	Soil	Groen	Asbestos	GA
Wijster	Χ	Χ	Χ		Χ	Х	X	Χ
Wilp	Х	Χ	Χ	Х	Χ	Х	X	
Deurne		X				Х		
Venlo	Х	Х	Х	Х	Х	Х		
Montfort	Х	Х	Х	Х	Х	Χ		
Landgraaf	Х	Х	Х		X		X	
Maastricht	Х	Х	Х			Х		
Tilburg	Х	Х	Х		Х	Х	Х	Х
Moerdijk AEC	Х							
Moerdijk Composting		Х				Χ		

## **Abbreviations:**

BA Combustible Waste

Organic, Vegetable, fruit and garden waste and other residual organic streams excluding

Green Waste

GHA Bulky Household Waste

BSA Construction and demolition waste

Soil and soil-like streams including dredging spoils

Green Green Waste

Asbestos Asbestos and other landfill streams

GA Hazardous Waste

