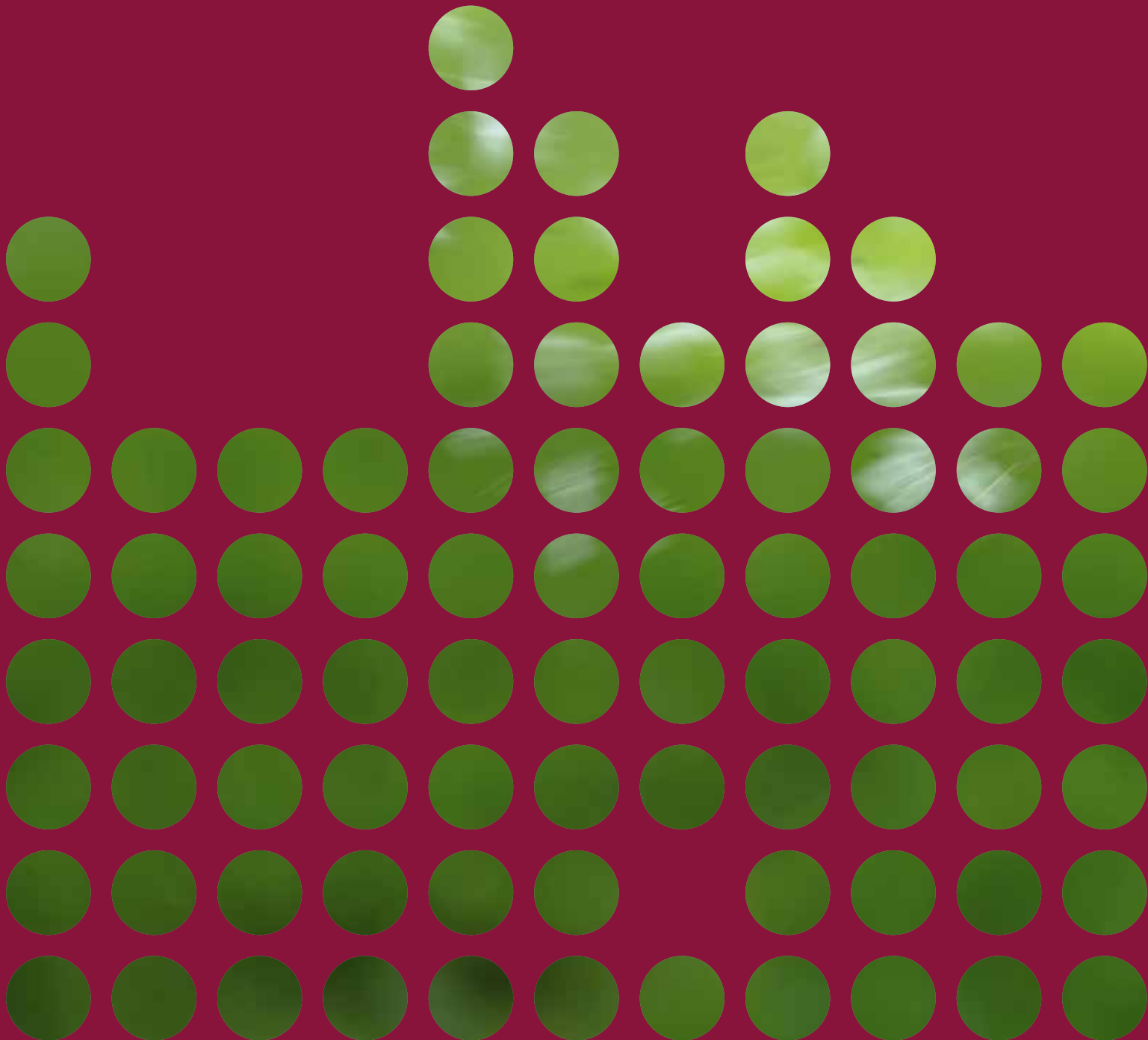


General Terms and Conditions Attero Version 2021



Introduction

These General Terms and Conditions are applicable to Attero BV and its affiliated companies. These General Terms and Conditions are structured as follows:

Chapter 1 The general provisions that apply to every Request, Offer and Contract between Attero and the Other Party.

Chapter 2 Specific Provisions that apply to Offering, Treating and Processing of Waste in addition to the conditions in Chapter 1.

Chapter 3 Specific provisions applicable to the Sale and Delivery of Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or Goods in addition to the conditions in Chapter 1.

Chapter 1 - General Provisions 1.1

Offer	The document wherein a party submits a quotation.
Request	The request for an Offer.
Acceptance Scheme	Attero's applicable scheme and procedure to be observed for Offering and Accepting Waste.
Waste	All substances, preparations or objects the holder disposes of, intends to dispose of or must dispose of in the context of the Environmental Management Act including any future amendments thereof.
Attero	Attero BV and its affiliated companies.
GTC	Most recent version of Attero's General Terms and Conditions
Processing/treatment	Acts of removal and recovery of Waste as mentioned in Annex and II to European directive no. 2008/98/EC including any future amendments hereto.
Building Materials	Building materials within the meaning of the Soil Quality Decree of 22 November 2007, including any future revised Decree.
Fuel	Waste and other substances that are used for the purpose of energy recovery.

Compost	Product, including black soil, that wholly or partially comprises one or more organic Waste substances that have been decomposed with the help of micro-organisms and converted into a stable finished product in such a way that only slow degradation of humus compounds takes place, provided that, according to data to be submitted by the producer, the product is not wholly or largely produced from animal fertilizers.
Services	All activities and services other than pursuant to an employment contract, performed on the instruction of Attero or the Other party, and contracting of work for the benefit of Attero or an Other Party.
EWSR	EC Regulation No 1013/2006 on shipments of Waste including any future revisions thereof.
Food Applications	All applications for which the delivered products are used in which direct or indirect contact with food products is possible and which are characterised as such within the regulations.
Granulate	Raw materials for the plastics sector in the form of beads.
Delivery	Putting one or more Items in the possession of and/or performing Services by an Other Party or by Attero.
Location Rules	The rules that apply to all locations and business sites of Attero.
Granulate	Washed and ground plastics that can be reused as flakes or snippers.
Fertilizer	Fertilizer within the meaning of the Fertilizers Act of 27 November 1986 and any implementation decrees or any future revised implementation decrees arising therefrom.
MFI	MeltFlow Index Meltindex (M.I.), also known as Melt Flow Index (M.F.I.).
Contract	Any legal relationship to which Attero's General Terms and Conditions apply pursuant to Article 1.2(1).
Parties	Attero and the Other Party jointly.
Residual Substances	All substances and objects not being Waste, Building Materials, Fuels, Fertilizers and Compost or goods.
Re-granulate	Recycled plastics formed into beads through an extrinsic process.

TDS	Technical Data Sheets
Processing location	A business site and/or location of Attero, including office buildings, or a location designated by Attero where Waste is processed or treated and/or transferred. Other Party Attero's Contracting Parties.
Items	All products that are or should be delivered by Attero to an Other Party or all products that are or should be delivered by an Other Party to Attero.

1.2 Applicability

These General Terms and Conditions apply to every Request, Offer and Contract that Attero concludes or performs with an Other Party.

These General Terms and Conditions can only be deviated from if this has been agreed in writing.

General terms and conditions of the Other Party, by whatever name, expressly do not apply to a Request, Offer or Contract with Attero.

1.3 Conclusion

Every Request or Offer issued by Attero is entirely free of obligation.

Attero is entitled to change and or/supplement every Request and Offer at any time.

Unless agreed otherwise, if a Request by Attero is followed by an Offer of the Other Party, then this Offer is irrevocable and is valid for at least 30 days.

A Contract will only be concluded between Attero and the Other Party in the event that Attero signs the Contract or if Attero sends an order confirmation or commences the work.

If a Request, Offer or the Conclusion of a Contract takes place electronically or by fax, these electronic documents will be equated with written documents.

Unless agreed otherwise, the circumstance that the Parties regularly issue assignments to each other will never result in a continuing performance contract between the Parties that must be terminated by the Parties.

1.4 Delivery

1. Delivery by the Other Party takes place DDP (Delivered Duty Paid, Incoterms 2010) at the agreed location, strictly at the agreed time and within the agreed term. The agreed terms for performance are deadlines unless agreed otherwise.
2. As soon as the Other Party knows or ought to know that the Delivery will not take place properly or in a timely manner, it must inform Attero of this immediately, in writing, stating reasons.
3. Delivery is understood to include delivery of all associated resources and documentation such as test certificates, drawings, quality, inspection, and guarantee certificates and maintenance and instruction manuals with user's guides.

1.5 Price

1. Unless agreed otherwise, the predetermined prices and rates are fixed and cannot be set off. The prices are stated in euros and are exclusive of VAT.
2. Unless agreed otherwise, the prices and rates of Attero will be indexed annually in conformity with the index of the "Consumer Price Index All Households" of Statistics Netherlands (CBS).
3. Attero is entitled at all times to increase its stated prices during its Offer and the Contract if the costs for Attero increase as a result of circumstances outside of its control. These circumstances include an increase of wage costs, energy prices and processing prices, as well as all levies, taxes, surcharges and VAT imposed or to be imposed by the government.

1.6 Changes/additional work

1. In case of new or amended regulations, public or otherwise, Attero will be entitled to amend the Request, Offer and/or Contract accordingly and/or to perform additional work. The extra costs will be charged to the Other Party.
2. Changes and/or additional work other than mentioned in paragraph 1 of this article will not be made and/or performed without a document that has been signed by the Parties. Additional work is understood to mean all work that is performed during the performance of the Contract that is different from what was originally agreed.

1.7 Regulations

1. Before the Contract commences, the Other Party, its employees and third parties engaged by it must familiarise themselves with the circumstances at the Attero locations where the Services are to be provided and/or Items are to be delivered. This includes but is not limited to relevant information regarding Working Conditions regulations, environmental legislation, safety regulations, Location Rules.
2. If the Other Party violates the regulations, then Attero is entitled to deny access to the Other Party, its employees and third parties engaged by it, immediately, and to cease the performance of the work immediately.

3. The Other Party guarantees that during the performance of the Contract with Attero, and for the purpose thereof, it will have all permits prescribed by law at its disposal. If a permit of the Other Party is withdrawn or amended by a competent authority, it must inform Attero of this immediately.
4. The Other Party and/or the third party engaged by it enters any Attero location at its own risk.

1.8 Complaints

1. The rights alleged by the Other Party due to failures by Attero in the performance of its obligations must be invoked in writing and must be sent by registered letter within 5 days after the Other Party has discovered or reasonably could have discovered the failure, in the absence of which the rights of the Other Party lapse.
2. Complaints regarding invoices must be submitted with reasons, in writing, to Attero by registered letter within 5 days after the invoice date, in the absence of which the rights of the Other Party lapse.
3. Complaints as mentioned above under paragraph 1 and 2 of this article do not entitle the Other Party to suspend its payment obligations.

1.9 Payment

1. Unless agreed otherwise in writing, payment by Attero must take place within 60 days after the invoice date and by the Other Party within 30 days after the invoice date. The invoice date of the Other Party will not be earlier than the day on which the Items have been delivered. If payment is not made within the set term, the Other Party will be in default immediately.
2. If Attero does not pay within the set term, in order for Attero to be in default the Other Party must notify Attero that it is in default, in which Attero is offered a reasonable term to still comply with its payment obligation.
3. Attero is entitled to set off any amounts it owes to the Other Party against amounts due from the Other Party.

As security for the performance of the Other Party's obligations under the Contract, Attero is entitled to require unconditional and irrevocable financial security from an institution that is acceptable to Attero. The costs of the financial security are borne by the Other Party.

For each day the Other Party is in default, it will owe contractual interest on the outstanding invoice amount to Attero that is based on the externally published statutory interest for commercial transactions.

The judicial and extrajudicial costs of collection of all amounts owed to Attero are borne by the Other Party. The extrajudicial costs are set at 15% with a minimum of EUR 250.00. Payments by the Other Party will first be deduced from the extrajudicial costs, then from the interest, and then from the oldest invoice.

Payment by Attero in no way implies any waiver of rights.

Entitlement to compensation will lapse in so far as the Other Party has not charged the compensation to Attero within one year after the first day on which it was entitled to do so.

1.10 Transport and packaging

1. Unless agreed otherwise, the Other Party is responsible for transport in conformity with the statutory obligations and liabilities. Furthermore, it must provide for all the required transport documents.
2. When the Other Party uses vehicles and/or containers or makes them available for the performance of any Contract concluded with Attero, the Other Party guarantees that these vehicles and/or containers meet all requirements, statutory or otherwise, that are set in this respect. Furthermore, during the Contract the Other Party will keep the vehicles insured against statutory liability and all other common risks.
3. If applicable, the Other Party must arrange for the loading of its vehicle in accordance with the statutory obligations and liabilities, at its own expense and risk.
4. The Other Party must provide for proper packaging of the goods, Items, Waste, Building Materials, Fuels, Fertilizers and/or Compost to be transported or dispatched by it, at its own expense and risk. Furthermore, the Other Party guarantees that the packaging complies with all requirements, statutory or otherwise, that are set in this respect.
5. The Other Party indemnifies Attero against any claims of third parties in relation to use of the vehicles that have been made available.
6. The Other Party is liable for all damage that arises due to or in relation to improper packaging of Items.

1.11 Termination

1. Attero is entitled to terminate the Contract prematurely by means of written notification to the Other Party at any time, provided that it states sufficiently serious reasons. In any event, serious reasons include government measures of such a nature that continuation of the Contract unchanged cannot be required according to the standards of reasonableness, or in the event that the Other Party does not have the required permits. Attero will not owe any compensation of damage to the Other Party or a third party and retains its rights in respect of inter alia compensation of damage, penalties and performance.
2. If the Other Party fails to perform the Contract, or if it can be reasonably expected that the Other Party is no longer able to meet its obligations, or if a bankruptcy petition is filed in respect of the Other Party, or if the Other Party is granted a temporary or permanent suspension of payments, or if the Other Party is shut down, liquidated or acquired or its business is in another, similar situation, the Other Party will be in default by operation of law and Attero will be entitled:
 - to terminate the Contract in full or in part unilaterally by means of written notification to the Other Party, provided that the non-complying Other Party still cannot comply with its obligations within a reasonable set term after receipt of the notification;
 - to suspend the payment obligations;
 - to assign performance of the Contract in part or in full to a third party at the expense of the Other Party. Attero will not owe any compensation of damage to the Other Party or any third party in this respect and retains the rights to which it is entitled regarding, inter alia, compensation of damage, penalties and performance. All claims Attero might have against the Other Party in the event that the Contract is terminated will be due immediately and in full, to be increased by the collection costs.

1.12 Force Majeure

1. Attero will not be in default and the Other Party will not be entitled to any compensation of damage if the performance of obligations is prevented by a non-attributable failure in the performance (force majeure). Non-attributable failures include but are not limited to war or hostilities, riots or civil disturbances, floods or other natural disasters, nuclear disasters or other external calamities, blockades, strikes, operational failures, accidents, fires, government prohibitions on working or processing, or excessive absenteeism due to illness.
2. In so far as there is a failure in the performance of an obligation by the Other Party that cannot be attributed to it (force majeure), it is not obliged to pay a penalty and/or compensation of damage provided that the Other Party has informed Attero immediately of the failure and the cause thereof in writing by registered letter.
3. If a situation as mentioned in paragraph 2 of this article arises, then Attero is entitled to suspend its payment obligations. If a situation of force majeure lasts longer than 30 days, Attero will be entitled to terminate the Contract in full or in part without judicial intervention and without the Other Party being entitled to a penalty and/or compensation of damage.

1.13 Liability and indemnity

1. Unless agreed otherwise, Attero is only liable for the damage suffered or to be suffered by the Other Party if that damage is the result of Attero's failure to perform its obligation or as a result of an unlawful act, provided that this liability is covered by its insurance company.
2. If Attero is liable in a situation as mentioned in paragraph 1 of this article and Attero's insurance company does not pay out any damage, or if the damage proves not to be covered, Attero is liable for the damage up to a maximum of EUR 50,000.00 per concluded contract.
 - Attero is never liable for commercial, consequential or other indirect damage suffered or to be suffered by the Other Party, including lost profits and missed savings, except in so far as the damage is the result of intent or gross negligence.
 - If Attero is held liable by the Other Party, then only the legal entity of Attero that made a Request or an Offer or the legal entity with which the Other Party concluded a Contract can be held liable. In so far as possible, the Other Party must fully insure itself against any damage to be suffered by Attero as a result of the Other Party's failure to perform its obligation or as a result of an unlawful act. The Other Party will voluntarily offer Attero access to the insurance policies in question immediately upon entering into the Contract. When Attero contracts for work, it will take out Construction All Risk (CAR) insurance (hereinafter also referred to as "C.A.R. Insurance") also on behalf of its Other Party or Parties and their subcontractors, unless agreed otherwise.
 - The Other Party is fully liable towards Attero for all direct and indirect damage, including commercial losses, inflicted on Attero or its employees, third parties or the property of Attero or its employees, which damage was caused by the Other Party, its employees, a third party engaged by the Other Party and/or material that was used by it.
 - Any insurance taken out by the Other Party will not lead to limitation of its liability or joint liability of Attero.
 - The Other Party will indemnify Attero, its employees and other persons and legal entities engaged by it against all claims of third parties for compensation of damage arising from Contracts and/or violations of statutory provisions, unless the damage can be attributed to intent or gross negligence on the part of Attero, its employees and other persons and legal entities engaged by Attero.

1.14 Confidentiality

The Other Party will keep confidential all information that it knows or has come to know, directly or indirectly, from or about Attero and that has been established to be of a confidential nature, or the confidentiality of which should be reasonably recognised. This obligation does not apply - in which respect the burden of proof is borne by the Other Party - with regard to information:

- that is already known to the Other Party, unless this information was provided in confidence;
- that has been lawfully collected by the receiving party independently of the supplying party;
- that must be published pursuant to a court order;
- regarding which the parties have agreed in writing that it does not fall under the confidentiality Clause;
- that is known to the public.
- The Other Party can never use Items and/or Services that have been developed jointly with Attero for the benefit of third parties without Attero's written permission.
- The Other Party may not give any form of publicity to the performance of the Contract without Attero's prior written permission.
- When the duty of confidentiality is violated, the Other Party forfeits to Attero a penalty in the amount of EUR 25,000.00 for each event. In addition, Attero is entitled to compensation by the Other Party of any damage it has suffered.

1.15 Property Rights

1. The Other Party will refrain from violating intellectual and industrial property rights or any other rights of Attero.
2. All rights regarding Services and Items, including materials and parts, provided by Attero for the performance of the Contract remain vested in Attero.
3. At the same time as it is issued, the Other Party transfers all advice, proposed methods of execution, designs, calculations, drawings, descriptions, sketches and the like, in whatever form, to Attero free of charge, including any other copyrights or other industrial and intellectual property rights thereon.
4. The Other Party guarantees that the use, including resale, of Services, Items or resources does not infringe any industrial and intellectual property rights of third parties.

1.16 Subcontracting

1. The Other Party is responsible for any acts and omissions of subcontractors and third parties engaged by the Other Party as though these acts and omissions were its own. The Other Party guarantees that Attero will be able to exercise its powers under this Contract directly in respect of the subcontractor and/or third parties, without prejudice to Attero's right to claim performance from the Other Party. Under no circumstance will Attero be responsible for damage caused by subcontractors or third parties engaged by subcontractors.
2. The Other Party is obliged to have its subcontractors or third parties engaged by it take cognisance of these General Terms and Conditions and the corresponding regulations.

3. Attero is entitled to use the services of third parties in the performance of the work, the Services or the Delivery of Items at any time. Third parties are responsible for their own acts and omissions.

1.17 Acquisition

1. Attero is entitled to transfer its legal relationship under the Contract to a third party at any time, for which the Other Party hereby grants permission in advance.
2. Without Attero's explicit, written permission, the Other Party is not permitted to transfer its debts to Attero, its claims against Attero or its legal relationship with Attero to any third party.
3. Without Attero's explicit, written permission, the Other Party is not permitted to transfer control of and/or the shares of its company to any third party. Permission will not be withheld on unreasonable grounds.

1.18 Personnel

1. The Other Party must ensure that during the performance of the Contract, its personnel, hired or otherwise, comply with the requirements set by Attero or, in the absence thereof, with the general requirements of professionalism and expertise. Attero is entitled to demand replacement of personnel if, in Attero's reasonable opinion, they do not comply with the set requirements.
2. The Other Party and the personnel deployed by it are responsible and liable for satisfying the statutory obligations and provisions as laid down in, but not limited to:
 - the Working Conditions Act and all decisions arising from and/or related to it;
 - the information sheets of the Labour Inspectorate;
 - Attero's safety rules and regulations.
3. The Other Party will arrange for the required permits in connection with the performance of the Contract relating to the workers it deploys. Prior to the commencement of the work of the parties involved, at its own initiative the Other Party will provide Attero with a copy of the required permits and a copy of the proof of identity.
4. If the Other Party fails attributable in the performance of the obligations mentioned in this article, it will be fully liable for all damage suffered by Attero as a result. The Other Party indemnifies Attero for any claims of third parties.
5. If and in so far as applicable, the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (Wet ketenaansprakelijkheid) applies to the Contract and the Other Party must comply with the obligations arising from this Act.

1.19 Conversion

If any provision of these General Terms and Conditions proves to be void or voidable, this will not affect the validity of the other terms and conditions. The Parties are deemed to agree a legally valid provision that is as close as possible to that void or voidable provision in terms of content and scope.

1.20 Translation

These General Terms and Conditions were originally drawn up in Dutch and have been translated into English and German. In the event of any ambiguity or difference in interpretation and/or explanation of these General Terms and Conditions, the Dutch text prevails at all times.

1.21 Disputes

1. Any disputes arising from the legal relationship between the Parties will be assessed according to Dutch law.
2. The U.N. Convention on Contracts for the International Sale of Goods is explicitly excluded.
3. Unless agreed otherwise in a Contract, any disputes will be exclusively submitted to the competent court within the district of Oost-Brabant in 's-Hertogenbosch, unless the Subdistrict Court of the defendant's place of residence has subject matter and territorial jurisdiction to take cognizance of the dispute.

Chapter 2 – Offering and Treating and/or Processing of Waste

Without prejudice to the provisions of Chapter 1, Chapter 2 applies to the Offering and Processing or Treating of Waste. This Chapter comprises the Offer of Waste by the Other Party to Attero and the Treating and Processing of Waste by Attero.

2.1 Offering, Treating and Processing

1. With Attero's consent, the Other Party can offer Waste at a processing location of Attero.
2. The Other Party is obliged and guarantees – also at any time Attero so requests – to provide Attero with a clear written description of the nature, origin, properties, composition and hazard classes of the Waste. If the nature, properties or composition of the Waste changes, then the Other Party is obliged to inform Attero of this immediately, of its own volition.
 - The Other Party guarantees to Attero the correctness and completeness of the description of the Waste offered by it, as well as its correspondence with the labelling of the Waste on the means of transport and the corresponding documents.
 - Attero is entitled to have the Waste removed and/or Treated or Processed at an alternative processing or other location at any time.
 - The Other Party must at all times comply with the applicable Location Rules and/or the instructions of the Attero personnel present at a processing location of Attero. The Other Party may request a copy of the Location Rules from Attero.
 - The Other Party guarantees that it complies with all regulations and has all permit at its disposal for offering the Waste to Attero. If it proves that the Other Party has provided incorrect information to Attero, then Attero is entitled to hold the Other Party liable for the damage to its reputation or otherwise suffered as a result.
 - Unless otherwise agreed, the loading, transport and unloading of the Waste takes place at the expense and risk of the Other Party.

2.2 Acceptance

1. The Waste offered by the Other Party must comply with:
 - the agreements made between the Parties;
 - the applicable Acceptance Scheme;
 - the requirements set in respect of Waste by legislation, environmental or otherwise.
2. Acceptance of the Waste offered by the Other Party takes place in accordance with the Acceptance Scheme. The Other Party may request a copy of this scheme from Attero at any time. Attero is entitled to amend the Acceptance Scheme during the Contract if this is required due to technical circumstances or government regulations.
3. Attero is entitled to refuse Waste at any time. The premises for Attero's acts are laid down in the Acceptance Scheme.
4. Unless agreed otherwise, ownership and risk of the Waste transfer to Attero at the time it has accepted the Waste in conformity with the Acceptance Scheme.

5. Unless agreed otherwise, in deviation from the provisions of paragraph 2 of this article, in the event of temporary storage of the Waste, the ownership and risk does not transfer.
6. Attero is entitled at all times to charge the Other Party for any additional costs it has incurred in connection with the delivery of Waste that does not comply with the requirements set.

2.3 Stagnation

1. Unless otherwise agreed, the Parties will enter into consultation in the event of a stagnation in Attero's acceptance of the Waste during 30 consecutive working days.

Should the Parties jointly come to the conclusion that the Contract must be terminated, the Other Party is not entitled to compensation of damage.

Chapter 3 – Sale and Delivery of Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods.

Without prejudice to the provisions of Chapter 1, Chapter 3 applies to the sale and delivery of Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods. This chapter covers the Sale and Delivery of Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods by Attero to an Other Party.

3.1 Delivery

1. Attero delivers Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods to the Other Party at the request of the Other Party.
2. Unless agreed otherwise, the Other Party is obliged to call up the order for the purchase of Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods from Attero on the agreed date.
3. Attero will notify the Other Party immediately if circumstances arise on the basis of which the agreed delivery times are expected to be exceeded. The agreed delivery dates do not constitute deadlines for Attero.
4. The Other Party acknowledges that it has all the information available about the use and applicability of the Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods supplied by Attero. The Other Party guarantees that it will provide all information regarding the use and applicability of the Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods delivered by Attero to its customers to whom it transfers the Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods.
5. In the event that the Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods are delivered by Attero beyond the borders of the Netherlands and are designated as waste, the EWSR applies. The Parties declare that they will properly and successfully meet their obligations under this regulation, including but not limited to following the notification procedure by Attero and the Other Party. 6. In the event of export of Waste, the Other Party is obliged to provide Attero with a statement that the Waste has been processed in an environmentally sound manner, as soon as possible but no later than within one calendar year, or as much earlier as required by the competent authority, after receipt of the Waste.

3.2 Compost

1. Unless agreed otherwise, if Attero sells Compost, it will comply with the current Fertilizers Act and any resulting implementation decrees and regulations or any future revised implementation decrees and regulations.
2. The Other Party will comply with all administrative obligations and application requirements laid down in the Fertilizers Act and any resulting implementation decrees and regulations.

3.3 Building Materials

1. Unless agreed otherwise, the Soil Quality Decree and the Soil Quality Regulations and all related laws and/or regulations apply to the purchase and delivery of Building Materials.
2. The Other Party will comply with all administrative obligations laid down in the Soil Quality Decree and the Soil Quality Regulations and related laws and/or regulations.

3.4 Plastics

1. If the Other Party exceeds the payment term as laid down in these general terms and conditions, then in addition to the provisions in Clause 1.9 of these General Terms and Conditions, Attero is entitled to suspend all current orders. In that event, the suspension will last in any event until the time that all outstanding amounts have been paid. If payment is not made within the term further specified by Attero, then Attero is entitled to terminate all current contracts, without prejudice to Attero's right to claim compensation of damage.
2. All products delivered by Attero will be deemed to have been accepted by the customer under the terms, conditions and specifications as agreed in the contract, from the time the customer unloads / offloads these from the means of transport. The products delivered will remain Attero's property until the time the Other Party has complied fully with its payment obligations in respect of Attero pursuant to any contract for the delivery of products concluded with Attero, including claims regarding failures to perform such contracts.
3. The customer will notify Attero immediately of any complaints regarding the delivered products. Attero is entitled at all times to determine the nature and scope of any complaints on site. As soon as the goods are unloaded and taken into storage by the recipient, the products delivered are deemed to have been accepted.
4. The values indicated in the Technical Data Sheet are averages from which no rights may be derived. The granulate is not suitable for use in food applications.
5. Attero is not liable for damage suffered by the Other Party after acceptance of the delivered products. The products delivered are delivered in conformity with the agreed specifications. Attero points out that the duration and manner of storage can affect the quality of the delivered product. The Other Party indemnifies Attero against all third-party claims for damage in connection with products delivered by Attero to the Other Party.
6. In addition to the provisions in Article 1.13 of the General Terms and Conditions, Attero is not liable for costs and damage occurring directly or indirectly as the result of:
 - negligence on the part of the Other Party as a result of the incorrect use or management of the delivered products;
 - damage to the delivered products as a result of external mechanical, chemical or biological influences;
 - deterioration of the quality of the delivered products due to storage conditions including, but not limited to, weather conditions, humidity, moisture, sunlight, handling, contamination etc.;
 - inexpert use, use of products for purposes for which they were not intended, use of products and/or additives that affect the quality of the product.
 - any other external cause that reasonably cannot be attributed to Attero.

7. Any damage that can be attributed to Attero and the resulting liability for such damage is limited to the value of the delivered products.

3.5 Transfer of ownership and transfer of risk

1. Unless agreed otherwise, ownership and risk of the Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or goods transfers from Attero to the Other Party at the time they leave the Attero site.
2. The Other Party is entitled to inspect the delivered Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or other goods within a period to be agreed. If the Parties have not agreed on a term, inspection must take place with due speed, but in any case within 5 business days after receipt. In the event of rejection, the Other Party must notify Attero immediately in writing. The Other Party must offer Attero a reasonable term to remedy the complaint of the Other Party.
3. Rejected Waste, Building Materials, Fuels, Fertilizers and Residual Materials, Compost or other goods will be returned to Attero at the expense of the Other Party or will be held by the Other Party until Attero has specified what to do with the delivered Items. Any storage will take place at the expense and risk of the Other Party.

