



General terms and conditions

- These general terms and conditions apply within the following entities:
 - **Darling Ingredients Belgium Holding bv**, with registered office at Fabriekstraat 2 in 9470 Denderleeuw, with CBE n° 0447.442.489, RPR Ghent.
 - **Ecoson Materials bv**, with registered office at Molenweg 7 in 9130 Kallo, with CBE n° 0428.828.684, RPR Ghent.
 - **Ecoson Recycling bv**, with registered office at Braamtweg 2 in 9042 Gent, with KBO n° 0428.100.788, RPR Ghent.

The above entities are further referred to as 'ECOSON' for short.

- These conditions apply to all requests for offers, quotations, orders, order confirmations and agreements exchanged between or concluded by Ecoson and the client regarding the purchase and/or sale of goods and/or services.
- By signing or accepting the offer with these general conditions attached or by signing these general conditions, the customer acknowledges having taken note of these general conditions (hereinafter "General Conditions") and accepts them without reservation. If no quotation is drawn up or the quotation drawn up has not been signed, acceptance of the goods and/or services implies that the customer agrees to these General Conditions, which can also be found on Ecoson's website: <https://www.ecoson.be/algemene-voorwaarden-ecoson>.
- The provisions contained in the customer's general terms and conditions and/or delivery or acceptance conditions, which are contradictory to or different from the terms and conditions mentioned below, shall be considered unwritten and non-existent.
- Our quotations are without obligation and completely non-binding. Barring a contract agreement, our quotations are valid for 30 days only.
- The contract is concluded either by the customer signing the quotation or by a written order confirmation by Ecoson, or by executing the order (i.e. delivery or collection). A quotation or written order confirmation is deemed to fully reflect the content of the contract.
- Ecoson never guarantees that deliveries or collections will be made on the agreed dates and consequently only undertakes an obligation of means. Ecoson can only be held to compensation for proven damage due to delay in delivery or collection in the amount of a maximum of 10% of the invoiced amount relating to the delivery or collection in question.
- Our invoices are payable in the manner specified on the invoice within the payment term specified in the quotation. If no payment term is specified in the offer, our invoices are payable within 14 days of the invoice date. In case of non-payment and without prior notice of default being required, interest on arrears will be charged at 10% per annum. In addition to and above the default interest, an amount equal to 10% of the



invoice amount, with a minimum of €125 per invoice, will be due as fixed compensation for extrajudicial collection costs, subject to proof of higher damage resulting from the collection of the invoices. Ecoson shall always be entitled to set off the unpaid amount against any amount owed to the customer by Ecoson or any of its affiliated companies.

- Invoices that are not disputed by registered letter within 14 days of their dispatch are considered to be definitively accepted and prove the underlying legal act.
- Ecoson reserves the right to suspend the execution of an order if the customer's account with Ecoson shows a negative payable balance or if the customer shows financial insolvency or negative solvency.
- In case of cancellation of the order, premature termination of the contract by the customer or if the order cannot be executed due to the customer's actions, Ecoson's damages will be estimated at least at 30% of the quotation price, without prejudice to Ecoson's right to prove any higher damages or to demand performance of the contract. If a shipment is cancelled less than 24 hours in advance, the cost price of an entire shipment will be invoiced.
- The contract between Ecoson and its customers is qualified as a contracting of services. Unless there is intent or serious fault on the part of Ecoson or its appointees, and without prejudice to other provisions of these General Conditions, Ecoson's liability for damage caused in the context of the provision of these services shall be limited to the items and amounts for which Ecoson is insured. An extract of the policy conditions shall be communicated on first request. On penalty of lapse, any claim in liability shall be addressed by registered letter to Ecoson within a period of one month following the moment when the plaintiff should reasonably have taken cognisance of the damage and any legal action in liability shall be brought by the plaintiff before the competent jurisdiction within six months from the same moment. Ecoson shall never be liable for indirect damage, including damage that is not the direct result of a shortcoming, loss of goodwill, damage due to business interruption, reputation damage, loss of profit and turnover, missed savings, costs in connection with the withdrawal from the market and/or recall (including recall) of goods delivered by us and/or goods in which goods delivered by us have been processed, (damage) compensations (including fines) owed to third parties and delay damage.
- Force majeure occurs when Ecoson, as a result of an unforeseeable circumstance, is in the temporary or definitive impossibility of performing one or more of its commitments. In case of temporary impossibility, Ecoson is entitled to suspend the performance of its commitments as long as the force majeure situation continues, plus a reasonable reorganisation period. The Customer shall remain bound by its own commitments and shall not be entitled to compensation on account of the suspension. If there is a definitive impossibility, Ecoson will be entitled to terminate the contract with immediate effect. The customer will also be released from its own commitments, but will not be entitled to compensation by virtue of the termination. The party affected by force majeure will immediately inform the other party of the force majeure situation, its probable duration and the concrete consequences of this force majeure situation, as well as the measures taken to limit these consequences.
- The customer is responsible for the goods from the moment they leave our premises by whatever means of transport and/or at whose expense it is done. No damage or loss to the goods during or as a result of transport shall be borne by us.
- Ecoson retains title to the goods delivered or collected until the customer has fulfilled all his obligations. Even in case of retention of title in favour of Ecoson, the risks related to the goods shall be transferred to the customer as of delivery or collection.



- The reports, designs, analyses, sketches, drawings, samples, etc. produced by Ecoson within the framework of the contract remain Ecoson's property and are exclusively intended to be used by the customer or buyer and for the project for which they are intended and may not be reproduced, disclosed and/or transferred to a third party by the customer or buyer without Ecoson's written permission.
- The weight of the goods to be collected or delivered will be determined by Ecoson. The determined weight will be binding on the customer even if the customer was not present at the weighing.
- Packaged products are always weighed including packaging; the gross weight is invoiced.
- All complaints shall be made within 5 working days after delivery of the goods by Ecoson, or after collection of the goods by the customer, whichever is relevant in the given case, and by registered letter.
- The customer may not in any way use the name, trade name, logo, or any other reference to Ecoson in advertisements, publicity, press releases, etc. without written permission from Ecoson.
- The courts of the judicial district of Ghent, Dendermonde division, are competent for all disputes. All agreements concluded by us are governed by Belgian law, to the exclusion of the Vienna Sales Convention.

The customer

Signature