

Terms and Conditions

These terms and conditions are applicable at the following entities:

Darling Ingredients Belgium Holding bv, with its registered office at Fabriekstraat 2 in 9470 Denderleeuw, registered under CBE no. 0447.442.489 at the Ghent Trade Registry.

Ecoson Materials bv, with its registered office at Molenweg 7 at 9130 Kallo, registered under CBE no. 0428.828.684 at the Ghent Trade Registry.

Ecoson Recycling bv, with its registered office at Braamtweg 2 at 9042 Ghent, registered under CBE no. 0428.100.788 at the Ghent Trade Registry.

The above entities are hereinafter referred to as 'Ecoson' for short.

- These conditions apply to all requests for tender, proposals, orders, order confirmations and agreements exchanged between or concluded by Ecoson and the customer regarding the purchase and/or sale of goods and/or services.
- By signing or accepting the proposal with these terms and conditions appended or by signing these terms and conditions, the customer acknowledges that it has taken due note of these terms and conditions (hereinafter 'Terms and Conditions') and that it accepts them without reservation. If no proposal has been prepared or the prepared proposal has not been signed, acceptance of the goods and/or services implies that the customer agrees to these Terms and Conditions, which are also available on Ecoson's website: <https://www.ecoson.be/algemene-voorwaarden-Ecoson>.
- Any provisions contained in the customer's terms and conditions and/or delivery or acceptance conditions that are contradictory to or different from the terms and conditions specified below shall be considered to be unwritten and non-existent.
- All of our proposals are without obligation and are entirely non-binding. Except for a contractual agreement, our proposals are valid for a maximum of 30 days.
- The agreement is concluded either when the customer signs the proposal, or when Ecoson issues a written order confirmation or when the order is implemented (that is, delivery or collection of the order). A proposal or a written order confirmation is deemed to fully reflect the content of the agreement.
- Ecoson never guarantees that deliveries or collections shall be implemented on the agreed dates and therefore only commits itself to an obligation on a best efforts basis. Ecoson can only be required to pay compensation for proven damage due to a delay in delivery or collection for a maximum amount of 10% of the invoiced amount related to the delivery or collection in question.

- Our invoices are payable in the manner specified on the invoice and within the payment period specified in the proposal. If no payment term is specified in the proposal, our invoices are payable within 14 days after the invoice date. In case of non-payment, default interest of 10% per year shall be charged without prior notice being required. In addition to and on top of the default interest, an amount equal to 10% of the invoice amount, with a minimum of €125 per invoice, shall be payable as flat-rate compensation for extrajudicial collection costs, subject to proof of higher damages 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 affiliates.
- Invoices that are not disputed by registered letter within 14 days of the date of dispatch are considered to be definitively accepted and are proof of the underlying legal transaction.
- Ecoson reserves the right to suspend the implementation of an order when the customer's account with Ecoson presents a negative payable balance or when the customer displays financial insolvency or negative solvency.
- If the order is cancelled or the agreement is prematurely terminated by the customer or if the order cannot be executed due to the actions of the customer, the damages suffered by Ecoson shall be estimated to be at least 30% of the quoted price, without prejudice to Ecoson's right to prove any higher damages or to demand performance of the agreement. If a shipment is cancelled less than 24 hours in advance, the cost price of a full shipment shall be invoiced.
- The agreement between Ecoson and its customers is qualified as an acceptance of services. Unless there is intent or gross negligence on the part of Ecoson or its employees, and without prejudice to other provisions in these Terms and Conditions, Ecoson's liability for damage caused in connection with 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 demand. Under penalty of forfeiture, any claim in liability shall be addressed by registered letter to Ecoson within a period of one month following the moment when the claimant should reasonably have taken cognisance of the damage, and any legal claim in liability shall be brought before the competent court by the claimant within six months after that moment. Ecoson is never liable for indirect damage, including damage that is not the direct consequence of a shortcoming, loss of goodwill, damage due to business interruption, reputational damage, loss of profit and turnover, lost savings, costs related to the removal from the market and/or the recall of goods delivered by us and/or goods in which goods delivered by us have been processed, compensation or remuneration (including fines) owed to third parties and/or damage due to delay.
- Notwithstanding Art. 6.3, §1 and §2 of the Civil Code, the customer cannot bring an extra-contractual claim against Ecoson or any auxiliary person of Ecoson for damages as a result of the alleged non-performance of a contractual obligation. Where relevant, only a contractual claim can be brought against Ecoson.

- Force majeure occurs when Ecoson, as a result of an unforeseeable circumstance, is incapable of temporarily or definitively fulfilling one or more of its obligations. If this incapacity is temporary, Ecoson is entitled to suspend the performance of its obligations for as long as the force majeure situation continues, plus a reasonable period for reorganisation. The customer remains bound by its own obligations and is not entitled to compensation under the suspension. If the incapacity is definitive, Ecoson is entitled to terminate the agreement with immediate effect. The customer shall also be released from its own obligations but shall not be entitled to compensation for the termination. The party affected by force majeure shall immediately inform the other party of the force majeure situation, its probable duration and the specific consequences of this force majeure situation, as well as the measures that are being taken to mitigate these consequences.
- The customer is responsible for the goods from the moment they leave our premises, regardless of the means of transport and/or of at whose expense this takes place. No damage or loss whatsoever to or of the goods during or due to transport shall be at our expense.
- Ecoson retains the right of ownership over the delivered or collected goods until the customer has fulfilled all of its obligations. Even in case of retention of the right of ownership in favour of Ecoson, the risks related to the goods are transferred to the customer from the moment of delivery or collection.
- To allow proper tracking of processed organic waste (including UCOs), certification is necessary. For this, Ecoson follows the ISCC certification system where the waste is tracked from the producer to the final processor. Agreeing to the general conditions, by signing and/or delivering or collecting organic waste (including UCOs), automatically implies acceptance of the ISCC self-declaration as published on www.ecoson.be/downloads. This self-declaration is an integral part of any contract concluded during its term. If the customer does not object 14 days before the expiration of this agreement, this self-declaration will be reaffirmed for the following contract year.
- The reports, designs, analyses, sketches, drawings, samples, etc. created by Ecoson under the agreement remain the property of Ecoson and are exclusively intended to be used by the customer or purchaser 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 purchaser without the written permission of Ecoson.
- The weight of the goods to be collected or delivered shall be determined by Ecoson. The established weight shall be binding for the customer even if the customer was not present at the weighing.
- Packaged products are always weighed with the inclusion of the packaging; the gross weight is invoiced.
- All complaints should be made by registered letter 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.
- The customer may under no circumstances use the name, trade name, logo or any other reference to Ecoson in advertisements, publicity, press releases, etc. without the written permission of Ecoson.



- For all disputes, the courts of the judicial district of Ghent, Dendermonde division have jurisdiction. All agreements concluded by us are governed by Belgian law, to the exclusion of the Vienna Sales Convention.

The customer

Signature