General Terms and Conditions of GAIA CIRCULAIR and its Affiliated Companies

General Terms and Conditions of GAIA CIRCULAIR, dated 15 June 2026

1. DEFINITIONS In these Terms and Conditions, the following terms shall have the following meanings:

A. Offer: A (written and/or digital) proposal or quotation by GAIA CIRCULAIR for the performance of reverse logistics, services/work, and/or for the sale, lease, or loan of collection means.

B. Acceptance: The determination by GAIA CIRCULAIR or third parties designated by GAIA CIRCULAIR that the nature and composition of the Products, Materials, or Waste, as well as the manner in which the Products, Materials, or Waste have been offered, comply with the description/specification and other regulations regarding the Products, Materials, or Waste provided by the Client.

C. Recipient: The party to whom GAIA CIRCULAIR offers the Products, Materials, or Waste for (further) processing.

D. Products, Materials, or Waste: All products, materials, or components offered or intended by the Client to GAIA CIRCULAIR for the performance of the Work, for which the Client primarily seeks a reuse or recycling application and, only as a last resort, intends to dispose of or must dispose of.

E. Consignment Notes and/or Accompanying Letters: Data carriers that comply with legal obligations in the context of the collection and/or transport of Products, Materials, or Waste.

F. Processing Facility: The facility where Products, Materials, or Waste are prepared for reuse and/or beneficial application or are disposed of, or where Products, Materials, or Waste are transshipped or stored.

G. Collection Means: A tool intended for the collection and/or transport of Products, Materials, or Waste, including packaging materials (means to bulk Products, Materials, or Waste), containers, and vehicles.

H. Means: All means to be used by GAIA CIRCULAIR in the Work, such as Collection Means, whether or not placed at the disposal of the Client, as well as all means to be leased, rented, or sold by GAIA CIRCULAIR, including packaging means, tools, equipment, vehicles, and containers, all in the broadest sense of the word and however named or specified.

I. Client: Any counterparty to any agreement with GAIA CIRCULAIR.

J. Agreement: The agreement for the provision of services and/or the agreement for the sale, lease, or loan of the Means, Products, or Materials, as well as any other agreement between GAIA CIRCULAIR and the Client, including these General Terms and Conditions, whether concluded digitally or in writing, signed [and/or stored].

K. Parties: GAIA CIRCULAIR and the Client.

L. Products: All products to be sold or sold by GAIA CIRCULAIR, in the broadest sense of the word and however named or specified.

M. GAIA CIRCULAIR: GAIA CIRCULAIR, being the party that concludes the Agreement with the Client under which reverse logistics, services/work are performed for the Client and/or Products and/or Materials are delivered to the Client.

N. Work: The (service) activities that GAIA CIRCULAIR performs or has performed under the Agreement in its area of operation.

2. GENERAL PROVISIONS

2.1 These General Terms and Conditions apply to all Offers, reverse logistics, services/work, deliveries of Products and/or Materials, and Agreements by and with GAIA CIRCULAIR.

2.2 The Client may only invoke terms that deviate from these conditions if and to the extent that they have been explicitly accepted in writing by GAIA CIRCULAIR. Agreed deviations do not apply to subsequent agreements unless agreed in writing.

2.3 The applicability of the Client's general terms and conditions, under any name, is explicitly excluded unless the Parties agree otherwise.

2.4 If a Client has once contracted under these General Terms and Conditions, they agree to the applicability of these terms to subsequent Agreements between them and GAIA CIRCULAIR.

3. OFFERS AND THE FORMATION OF AGREEMENTS

3.1 An Agreement is concluded by the Client's full acceptance of an Offer from GAIA CIRCULAIR, after GAIA CIRCULAIR has confirmed an order given to it in writing or digitally (e.g., via email, an application, or an (online) ordering system) to the Client, or after GAIA CIRCULAIR has indicated its acceptance of an order from the Client by commencing the execution of the Agreement.

3.2 Offers from GAIA CIRCULAIR are without obligation. The Client cannot derive any rights from an Offer unless explicitly stated otherwise in writing, for example, by specifying a validity period. The validity period of the Offer is a maximum of 30 days unless otherwise stated in the Offer. GAIA CIRCULAIR is entitled to revoke an Offer within five working days after receipt of acceptance, even if a period for acceptance has been set.

3.3 Offers from GAIA CIRCULAIR, if applicable, are always based on the description/specification of the Products, Materials, or Waste, or reverse logistics, services/work provided by the Client as referred to in Article 7.7, and/or on the results of the analysis referred to in Section 4 below.

3.4 Before making an Offer, GAIA CIRCULAIR may require that samples of the Products, Materials, or Waste be taken for analysis. The costs associated with this analysis are at the expense of the Client unless the Parties agree otherwise in writing. GAIA CIRCULAIR will provide the Client with a cost estimate and/or additional provisions in advance. The analysis will be carried out after the Client has given consent regarding the cost estimate and/or additional provisions.

3.5 Dimensions, weights, shapes, quality standards, drawings, calculations, designs, sketches, and other data included in catalogs, brochures, images, diagrams, and the like are only binding for GAIA CIRCULAIR if and to the extent explicitly agreed in writing. Deviations from this data cannot be attributed to GAIA CIRCULAIR.

3.6 If no written documents of the Offer and acceptance are available, the content of the Agreement is determined by what is stated on the consignment notes and/or accompanying letters provided by GAIA CIRCULAIR and these General Terms and Conditions.

3.7 When providing an order, accepting an Offer, concluding/signing an Agreement, and further correspondence in this regard, the Client is represented by authorized persons. The Client cannot invoke the lack of authorization of these persons.

3.8 If the Client has informed GAIA CIRCULAIR in writing that it wishes to see a Purchase Order number ("PO number") on GAIA CIRCULAIR's invoice per order/year/project, etc., the Client must always provide GAIA CIRCULAIR with the relevant PO number simultaneously with the order confirmation and, in the case of annual and/or project order numbers, in writing. Failure to provide a PO number in a timely manner remains at the Client's risk. GAIA CIRCULAIR is entitled to postpone the execution of the service until the Client has provided a PO number. If the Client does not provide a yearly and/or project PO number in a timely manner, GAIA CIRCULAIR is not obligated to correct its invoice, and the Client's payment obligation is not suspended. If the Client provides a PO number based on pro forma invoices, this cannot lead to a delay or correction of the invoicing of the services provided. If the Client has not provided the yearly and/or project PO number in a timely manner and requests the sending of a new invoice with the PO number, GAIA CIRCULAIR is entitled to charge (administrative) costs.

4. PRICE

4.1 All prices are always in euros and exclusive of VAT and any other costs, such as taxes or levies imposed by the government from time to time, unless the Parties agree otherwise in writing.

4.2 If, at the request of the Client or if GAIA CIRCULAIR is otherwise compelled to do so, the normal working hours of GAIA CIRCULAIR must be deviated from, GAIA CIRCULAIR is entitled to charge the additional costs separately to the Client.

4.3 Price, cost, and/or other increases resulting from circumstances, such as taxes or levies imposed by the government, or other measures, as well as cost increases, such as increases in purchase prices, wages, transport costs, fuel and energy costs, costs of the Processing Facility, and/or negative consequences for GAIA CIRCULAIR due to changes in tariffs for reusable substances obtained from Products, Materials, or Waste that have arisen after an Offer has been made or after the Agreement has been concluded, will be passed on directly and in full to the Client from the moment they apply.

4.4 GAIA CIRCULAIR has the right to periodically, but in any case as of January 1 of any year, revise the prices and rates it uses.

4.5 GAIA CIRCULAIR is at all times entitled to charge a fee for sending (a) paper invoice(s). This fee will always be stated on the invoice and may be changed annually by GAIA CIRCULAIR in accordance with the provisions of Article 4.3.

4.6 No costs will be charged to the Client for sending (a) digitally sent invoice(s) if the Client has chosen this method of delivery, as indicated in the Agreement concluded between the Parties. In this case, the Client is always responsible for providing GAIA CIRCULAIR with a correct and timely email address. If the Client fails to do so, GAIA CIRCULAIR will send a paper invoice to the Client and will be entitled to charge a fee as indicated in Article 4.5.

5. PAYMENT AND SECURITY

5.1 Unless agreed otherwise, payment must be made within thirty days of the invoice date, without the Client having any right to discount, offsetting, or suspension, unless the Parties have agreed otherwise. Any objections to invoices must be received by GAIA CIRCULAIR within seven working days after the invoice date. Such objections will be processed by GAIA CIRCULAIR but do not suspend the Client's payment obligations.

5.2 GAIA CIRCULAIR is always entitled to demand full or partial advance payment. GAIA CIRCULAIR is also always entitled to demand alternative security before proceeding with further execution of the Agreement.

5.3 The Client waives any right to offset mutually owed amounts.

5.4 In the event of late payment, the Client is in default by the mere expiry of the payment term, without any notice of default being required, and owes legal interest and a credit restriction surcharge of 2% on the outstanding amount, without prejudice to any other rights of GAIA CIRCULAIR to compensation for damage related to the default. In such cases, all other claims of GAIA CIRCULAIR against the Client become immediately due and payable, and default also occurs with regard to those claims without notice of default. GAIA CIRCULAIR is then also entitled to suspend its obligations under any agreement concluded with the Client until full payment has been received.

5.5 All judicial and extrajudicial costs incurred by GAIA CIRCULAIR in connection with the collection of any claim against the Client or in connection with the defense against a claim incorrectly made by the Client against GAIA CIRCULAIR are at the expense of the Client.

5.6 Payments by the Client are always first offset against extrajudicial costs, then against accrued interest, and finally against the oldest outstanding invoice.

5.7 In the event of suspension of payment by the Client, (request for) bankruptcy of the Client, (decision on) dissolution of the Client, (decision by the Client to) fully or partially discontinue or transfer the business or company of the Client, seizure of a significant part of the Client's assets, or the Client's failure to fully comply with any contractual obligation to GAIA CIRCULAIR even after a written notice of default, all amounts owed by the Client to GAIA CIRCULAIR under the Agreement become immediately and fully due and payable. GAIA CIRCULAIR is then entitled to suspend the execution of any agreement concluded with the Client or, without judicial intervention, to terminate the Agreement. In such cases, any claim that GAIA CIRCULAIR has against the Client is immediately and fully due and payable.

5.8 GAIA CIRCULAIR is at all times entitled to offset amounts owed to the Client against anything that GAIA CIRCULAIR has or will have to claim from the Client at any time, whether or not due, including offsetting between different Agreements or debtor numbers of the Client.

6. CHANGES AND EXTRA WORK

6.1 GAIA CIRCULAIR is entitled to make changes to the Agreement during its term, for example, due to the nature, composition, and/or (specific) weight of the Products, Materials, or Waste, due to changes in collection or processing methods, and/or due to changes in laws and/or regulations, all at the discretion of GAIA CIRCULAIR. GAIA CIRCULAIR will inform the Client in writing of any changes, which will replace the relevant provisions in the Agreement, including any change in the price mentioned in the Agreement.

6.2 Extra work includes, among other things, if:

- a. The Client requests additions to and/or changes to the Work, and GAIA CIRCULAIR is of the opinion that the Work is thereby made more onerous or extensive;
- b. GAIA CIRCULAIR requests additions to and/or changes to the Work because, in its reasonable opinion, this is necessary:
    - For the proper and professional execution of the Agreement;
    - Due to new or changed (government) regulations;
    - Due to the Client's failure to fulfill any obligation arising from the Agreement, and GAIA CIRCULAIR is of the opinion that the Work is thereby made more onerous or extensive.
      The additions to and/or changes to the Work as referred to in this article fall under the term "Work" as referred to in these General Terms and Conditions.

6.3 GAIA CIRCULAIR will inform the Client as soon as possible in the event of extra work as referred to in the previous article and will provide an estimate of the costs associated with this extra work. Extra work will be charged separately to the Client.

7. WORK

Obligations of GAIA CIRCULAIR:

7.1 The Work will commence on the dates/days mentioned in the Agreement unless the Parties agree otherwise. GAIA CIRCULAIR has the right to suspend its obligations as described in the Agreement if the Client does not fulfill its obligations as mentioned in Articles 3.3, 7.7, 7.9, 7.10, 7.11, 10.1, and 10.2 of these General Terms and Conditions.

7.2 Notwithstanding the dates, days, and/or periods mentioned in the Agreement, GAIA CIRCULAIR will only commence the execution of the Work after the mandatory registration of the Products, Materials, or Waste (in accordance with Article 10.2) has taken place and after all possibly required documents related to transport or collection have been fully and correctly completed, signed by the Client, and received by GAIA CIRCULAIR, as referred to in Article 7.7.

7.3 The periods mentioned in the Agreement within which the Work will be carried out are always approximate. In the event of exceeding these periods, GAIA CIRCULAIR is not in default or breach, and the Client has no right to compensation, nor the right to suspend its obligations under the Agreement. The Client is only entitled to terminate or dissolve the Agreement after it has put GAIA CIRCULAIR in default in writing and has given it a reasonable period (in any case 21 days) to still carry out the Work.

7.4 GAIA CIRCULAIR is entitled to perform the Work at its own discretion, in whole or in part. GAIA CIRCULAIR is also entitled to engage third parties in the execution of the Work.

7.5 Unless agreed otherwise in writing, GAIA CIRCULAIR is not obligated to perform the Work on Sundays and (national) public holidays.

7.6 Unless agreed otherwise in writing, GAIA CIRCULAIR is not obligated to perform more Work than specified in the Agreement.

Obligations of the Client:

7.7 The Client is obligated to describe the Products, Materials, or Waste and/or Work as accurately and precisely as possible. In addition, the Client is obligated to confirm any changes (in the description) of the Products, Materials, or Waste to GAIA CIRCULAIR immediately after the offer. The Client is also obligated to comply with all packaging, labeling, or other delivery requirements prescribed by any laws or regulations or set by GAIA CIRCULAIR. The Client is not permitted to compress Products, Materials, or Waste in any manner unless explicitly included in the Agreement.

7.8 The Client is also liable for the Products, Materials, or Waste in cases where the consignment notes and/or accompanying letters were signed by someone other than the Client (whether or not a person designated by the Client).

7.9 The Client is obligated to cooperate in the execution of the Work and to make all reasonably necessary provisions, including having the necessary permits and/or exemptions, ensuring the availability of water, auxiliary crane, gas, light, electricity (220-380 volts), auxiliary and operating materials, tools, and safety equipment, all in good condition, space for placing chains, storage, parking, good and hardened access and exit roads, and a workplace and/or site that is suitable, accessible, and usable under all circumstances, including for driving with heavy Collection Means and/or placing or removing heavily loaded equipment, equipped with a properly functioning drainage system, all at the expense and risk of the Client.

7.10 The Client is obligated to provide GAIA CIRCULAIR in a timely manner before the start of the execution of the reverse logistics, services/work with the necessary information and instructions regarding on-site rules and instructions to be observed, whether or not imposed by the government. The Client guarantees that it complies with applicable laws and/or regulations and, before the start of the Work, is in possession of the necessary permits.

7.11 The Client guarantees that the objects and/or Collection Means on which or with which the Work is performed are safe and suitable for the Work and comply with applicable loading regulations and safety conditions.

7.12 The Client is obligated to immediately inform GAIA CIRCULAIR of any relocation, takeover, and/or termination of (the activities of) the Client. In the event of a relocation, the Agreement automatically transfers to the new location of (the activities of) the Client.

8. MEANS AND LIABILITY

8.1 The Means always remain the property of GAIA CIRCULAIR. The Client is prohibited from selling, leasing, or otherwise encumbering the Means or making them available to third parties. The Client indemnifies GAIA CIRCULAIR against all damage that GAIA CIRCULAIR suffers or will suffer as a result of not being able to exercise its property rights regarding the Means.

8.2 The Client guarantees at all times that the ownership of GAIA CIRCULAIR of the Means will not be lost in any way, including through accession or otherwise. If, notwithstanding the Client's obligations as determined in this article, the ownership of the Means no longer rests with GAIA CIRCULAIR due to accession or otherwise, the Client owes GAIA CIRCULAIR non-modifiable compensation equal to the book value of the Means.

8.3 From the moment the Means are made available to the Client, the risk of loss of or damage to the Means passes to the Client. All Materials are deemed to be in good condition at the moment they come into the possession of the Client, unless proven otherwise by the Client. The Client is obligated to report complaints regarding or defects in the Means to GAIA CIRCULAIR in writing within five working days after the Means have been placed at the Client's disposal.

8.4 The Client is obligated to immediately report loss of and/or damage to the Means in writing to GAIA CIRCULAIR. Damage includes, among other things, damage due to fire, theft, and contamination. The damaged Means will be repaired or replaced by GAIA CIRCULAIR at its discretion. GAIA CIRCULAIR will charge the costs of repair or replacement separately to the Client.

8.5 The Client must ensure the proper storage of the Means at its own expense and risk. The Client is obligated to use, handle, load, and keep the Means clean in a careful manner and in accordance with their intended purpose.

8.6 Damage suffered by the Client and/or third parties caused by the Means after the Means have come into the possession of the Client is at the expense and risk of the Client. The Client indemnifies GAIA CIRCULAIR and third parties engaged by GAIA CIRCULAIR against all claims in this regard.

8.7 Costs due to normal wear and tear of the Means or damage caused to the Means by GAIA CIRCULAIR are at the expense of GAIA CIRCULAIR. Repair and/or replacement of the Means by GAIA CIRCULAIR or by third parties engaged by GAIA CIRCULAIR must be tolerated by the Client. The Client has no right to any compensation for inconvenience, delay, replacement, or otherwise.

8.8 The Client is liable for costs and fines resulting from the placement of the Means on its premises and the public road, whether or not in accordance with its instructions. The Client indemnifies GAIA CIRCULAIR and third parties engaged by GAIA CIRCULAIR against all claims in this regard.

8.9 GAIA CIRCULAIR is not liable to the Client for obstacles in the use of the Means caused by third parties to the Client.

8.10 The Client is obligated to return the Means, when applicable, after the termination of the Agreement, in good condition (and, if containers, also empty and clean) and at its own expense and risk to GAIA CIRCULAIR.

8.11 Damage suffered by the Client and/or third parties caused by the weight of the Means (the Means whether or not filled with Products, Materials, or Waste) together with the weight of the Collection Means, arising partly as a result of placing the Means on or removing it from the Collection Means, is at the expense and risk of the Client. The Client indemnifies GAIA CIRCULAIR and third parties engaged by GAIA CIRCULAIR against all claims in this regard.

9. PRODUCTS

9.1 The risk regarding the Products transfers to the Client from the moment of delivery or, if the Client fails to collect the items (in a timely manner), from the moment GAIA CIRCULAIR offers the Products for delivery in the agreed manner and place.

9.2 The Client must inspect the Products immediately after delivery. Any complaints regarding externally visible defects must be reported in writing to GAIA CIRCULAIR within five working days after delivery, under penalty of forfeiture of the Client's right to invoke shortcomings. Any complaints do not affect the Client's payment obligations.

9.3 The Client's rights in this regard lapse if the Client attempts to (have) remedy a presumed defect without the explicit written consent of GAIA CIRCULAIR.

9.4 Only if a defect is established and reported within the periods and conditions set in the previous section and in the manner referred to therein, and if a complaint demonstrably relates to a shortcoming attributable to GAIA CIRCULAIR, will GAIA CIRCULAIR remedy the relevant shortcoming by, at its discretion, supplementary delivery, replacement, repair, or return with credit to the Client for the price owed by it. Any further liability of GAIA CIRCULAIR only exists if Article 13 does not exclude it.

9.5 These General Terms and Conditions apply correspondingly to supplementary delivery or replacement as referred to in the previous section.

9.6 If GAIA CIRCULAIR obtains the Products or parts thereof from third parties, GAIA CIRCULAIR's warranty obligations to the Client are never greater or of longer duration than the warranty obligations of those third parties to GAIA CIRCULAIR. GAIA CIRCULAIR will have fulfilled its warranty obligations if and to the extent that it transfers its claim in this regard against the third party to the Client.

9.7 The Products remain the property of GAIA CIRCULAIR until it has received full payment for all amounts the Client owes it under the Agreement. In the event of non-timely or incomplete payment, GAIA CIRCULAIR is entitled to reclaim the Products that are its property at the Client's expense, to which the Client will provide all necessary cooperation.

10. PRODUCTS, MATERIALS, OR WASTE

10.1 The Client must comply with the instructions of GAIA CIRCULAIR as stated in the Agreement or instructions that GAIA CIRCULAIR provides to the Client at a later time, orally or in writing, regarding the manner in which the Products, Materials, or Waste must be offered and/or packaged.

10.2 The legally required registration concerning the disposal under the Agreement of the Products, Materials, or Waste is arranged by GAIA CIRCULAIR based on the information provided by the Client as referred to in Articles 3.3 and 7.7. This does not exempt the Client from its own registration obligations regarding the disposal of Products, Materials, or Waste.

10.3 GAIA CIRCULAIR or a third party hired by it is always entitled to take a sample of the Products, Materials, or Waste during the Agreement or to inspect or (have) analyze the Products, Materials, or Waste. Any costs associated with sampling, inspection, or analysis are at the expense of the Client.

10.4 The Collection Means offered by GAIA CIRCULAIR are presumed to be suitable for the nature and quantity of Products, Materials, or Waste that the Client offers to GAIA CIRCULAIR. If the Client offers other or more Products, Materials, or Waste to GAIA CIRCULAIR than are suitable for and/or fit in the Collection Means (also in light of possible (safety) risks), GAIA CIRCULAIR will always charge the Client additional costs for these extra Products, Materials, or Waste and/or temporarily refrain from or discontinue the emptying of the Collection Means.

11. SAFETY AND ENVIRONMENT

11.1 The Client must comply with the safety and environmental regulations, rules, instructions, and guidelines imposed by the government and applicable at GAIA CIRCULAIR, whether or not laid down in the Agreement or provided orally or in writing during the Agreement, regarding the Products, Materials, or Waste.

12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

12.1 The Parties are not permitted to disclose business matters of the other party, in the broadest sense of the word, learned in the context of the Agreement or otherwise, to third parties without the prior written consent of the other party, with the exception of publicly known information.

12.2 All drawings, documents, and data provided by GAIA CIRCULAIR to the Client remain the property of GAIA CIRCULAIR. GAIA CIRCULAIR retains the copyright (including personality rights) and intellectual property rights thereto.

12.3 The Client is not permitted to remove or alter any indication regarding brands, trade names, patents, or other rights from or on the Materials.

13. LIABILITY OF GAIA CIRCULAIR

13.1 GAIA CIRCULAIR is not liable for any damage suffered by the Client in connection with the Agreement unless this damage is the direct result of intent or conscious recklessness on the part of GAIA CIRCULAIR.

13.2 In no event is GAIA CIRCULAIR liable for damage caused by the Products, Materials, or Waste not complying with the description or specification of the Products, Materials, or Waste as referred to in Articles 3.3 and/or 7.7, including but not limited to damage caused by a Processing Facility refusing the Products, Materials, or Waste. Any Acceptance does not affect the provisions of this article.

13.3 In no event is GAIA CIRCULAIR liable for (indirect) damage consisting of loss of turnover or goodwill, reduced revenue, lost profit, or other indirect (reputational) damage.

13.4 Damage that is not discovered and reported within five working days after the completion of the reverse logistics, services/work to which the damage is directly related, or after the delivery of the Materials and Products, is not eligible for compensation.

13.5 Notwithstanding the provisions of the previous sections of this article, the total liability of GAIA CIRCULAIR to the Client is always limited to the risk and the amount that GAIA CIRCULAIR, taking into account the price of what it has delivered and what is customary in the industry, can reasonably insure, or, if this is lower, the relevant contract sum.

14. INDEMNIFICATION OF GAIA CIRCULAIR AND LIABILITY OF THE CLIENT

14.1 Except in the event of intent or conscious recklessness on the part of (the management of) GAIA CIRCULAIR, the Client indemnifies GAIA CIRCULAIR, its employees, and other (legal) persons involved by GAIA CIRCULAIR in the execution of the Agreement against claims from third parties for compensation of direct and indirect damage and/or costs in connection with the Agreement.

14.2 The Client is liable for damage caused by it to the personnel or auxiliary personnel and/or properties of GAIA CIRCULAIR and/or for damage arising from instructions given by or on behalf of the Client to GAIA CIRCULAIR.

14.3 The Client is liable for all direct and indirect damage resulting from the Products, Materials, or Waste not complying with the description or specification as referred to in Articles 3.3 and/or 7.7.

14.4 The use of products, packaging means, Collection Means, and other items deployed by or on behalf of the Client is and remains at the risk of the Client. If damage arises due to defective packaging, in the broadest sense of the word, the Client is always liable for this. The Client indemnifies GAIA CIRCULAIR against claims from third parties for compensation of damage.

14.5 The Client is at all times liable for damage caused by its failure to fulfill the obligations in the Agreement.

15. FORCE MAJEURE

15.1 Force majeure for GAIA CIRCULAIR exists if the fulfillment of the Agreement is wholly or partially and temporarily or permanently prevented or hindered by a foreseeable or unforeseeable circumstance beyond its control, such as—but not limited to—government measures, (civil) war, risk of war, (natural) disasters, strikes, lockouts, riots, transport disruptions, accidents, fire, business disruptions, excessive sick leave, delayed delivery to GAIA CIRCULAIR of items or services ordered from third parties, delayed or non-acceptance of the Products, Materials, or Waste by a Processing Facility, withdrawal of permits, disruptions in the operations of GAIA CIRCULAIR, or disruptions in the businesses of its customers or suppliers or in other businesses of third parties on which GAIA CIRCULAIR depends for the fulfillment of the Agreement.

15.2 GAIA CIRCULAIR is entitled to suspend its obligations under the Agreement in the event of force majeure. If the period during which GAIA CIRCULAIR is unable to fulfill its obligations under the Agreement due to force majeure lasts longer than thirty days, both GAIA CIRCULAIR and the Client have the right to terminate the Agreement by a written statement to that effect, without being obligated or entitled to any compensation. If the Client exercises this right, it is obligated to take back the Products, Materials, or Waste at its own expense and risk if the Agreement concerns services.

15.3 If GAIA CIRCULAIR has already partially fulfilled its obligations or will only be able to partially fulfill its obligations at the time of the force majeure, it is entitled to invoice this separately.

16. DURATION, TERMINATION, AND DISSOLUTION

16.1 Unless explicitly agreed otherwise in writing in the Agreement, the Agreement has no specific duration.

16.2 GAIA CIRCULAIR has the right to terminate the Agreement in whole or in part by means of a written statement addressed to the Client in the following cases:

- a. If the quantity, nature, or composition of the Products, Materials, or Waste deviates from the description/specification as referred to in Article 3.3 or from the result of the analysis after sampling as provided for in Article 3.4 or 10.5, or from what was determined in the Agreement regarding this;
- b. If the legal regulations or regulations of GAIA CIRCULAIR regarding descriptions, labeling, packaging, and the like have not been complied with, at the discretion of GAIA CIRCULAIR.

16.3 The Client is obligated to take back the Products, Materials, or Waste described in the Agreement that has been dissolved as referred to in the previous article at the first request of GAIA CIRCULAIR at its own expense and risk, unless the Parties enter into a new Agreement regarding the Products, Materials, or Waste, taking the following article into account. In the event of dissolution, the Client is obligated to reimburse GAIA CIRCULAIR for the costs already incurred in the execution of the Agreement, as well as any damage suffered by GAIA CIRCULAIR.

16.4 GAIA CIRCULAIR may make a new Offer regarding the Products, Materials, or Waste to which the dissolution relates, but is not obligated to do so. The ownership and risk of the Products, Materials, or Waste to which the dissolution relates are deemed to transfer to GAIA CIRCULAIR only after the amended or replacement Agreement has been concluded and GAIA CIRCULAIR has accepted the Products, Materials, or Waste.

16.5 GAIA CIRCULAIR is entitled to suspend the execution of the Agreement or to terminate the Agreement in whole or in part without prior notice of default, at its discretion and always with the reservation of any right to compensation for costs, damages, and interest if the Client fails to fulfill one or more of its obligations under the Agreement properly, timely, or at all, or if the Client is declared bankrupt, if it applies for its own bankruptcy or suspension of payment, if the Client decides to discontinue or liquidate its business, when it offers a (creditors') composition, appears insolvent, or when a seizure is placed on a substantial part of its assets, as well as in the event of force majeure.
In the aforementioned cases, any claim that GAIA CIRCULAIR has against the Client is immediately and fully due and payable.

16.6 A relocation of the Client and/or change of the service address does not affect the legal validity and applicability of the Agreement.

17. FINAL PROVISIONS

17.1 GAIA CIRCULAIR is at all times entitled to transfer its rights and obligations under the Agreement to a group company and/or subsidiary or to a third party.

17.2 Dutch law applies to the Agreement. All disputes arising from the Agreement shall be submitted to the competent court in 's-Hertogenbosch.

17.3 If one or more provisions of these Terms and Conditions are null and void or otherwise non-binding, this does not affect the validity of the other provisions. The Parties undertake to then make (such) arrangements that approximate the intent of the non-binding provision(s) as much as possible.

17.4 In the event of any ambiguities and/or contradictions between these General Terms and Conditions and translations thereof, the Dutch version prevails.

17.5 The Client is aware and explicitly agrees that agreements may also be discussed, drawn up, assessed, accepted, and/or concluded/signed digitally, and that agreements concluded in this manner are considered legally valid Agreements between the Parties.

17.6 The Client is also aware and explicitly agrees that GAIA CIRCULAIR archives the Agreement concluded between it and the Client digitally, either directly through the software with which the Parties have recorded the agreements and concluded an Agreement, or indirectly by archiving a scan (PDF file or similar) of an original Agreement. The Parties designate the thus digitized version of the Agreement as the original Agreement that binds the Parties and has the same legal and evidentiary force as if it were a written version of the Agreement.