

## TERMS AND CONDITIONS FOR THE RENT OF ROLL-ON - ROLL-OFF CONTAINERS

### 1. DEFINITIONS

In these Terms and Conditions the following definitions will be applicable:

#### Selikor NV:

the company that rents roll-on-roll-off containers and collects, transports and sees to the disposal of waste at those sites which by law or government decree have been and, as the case may be, will be designated for that purpose.

#### Client:

the individual, or owner or occupant of commercial premises or any other type of institution or premises, with whom an agreement is entered into with regard to the transportation of waste, and who, for the storage, transportation and disposal of such waste rents one or more roll-on-roll-off container from Selikor NV.

In case the client is a legal entity of which, in the opinion of Selikor NV, the particulars known to Selikor NV prove to be incomplete or incorrect, or at a later stage it appears that its financial position does not allow it to comply with its payment obligation under the rental agreement, the agreement will automatically be considered as having been concluded with the individual who has signed such agreement.

#### Roll-on-roll-off container(s):

all volume container(s) with or without lid and compactors with or without lifting device with several content capacities.

#### Waste:

household waste presented for collection by individuals, businesses and other type of institutions, as well as waste which, in view of its nature and composition, show a resemblance with household waste. Where a volume container is concerned, bulky waste and waste generated from construction and demolition are also considered to be waste.

If not explicitly indicated in these Terms and Conditions, all the aforementioned containers are referred to as roll-on-roll-off container(s).

### 2. WASTE COLLECTION

#### Article 2.1

It is prohibited to present substances in the roll-in-roll-off containers as specified in article 2.2 of these Terms and Conditions, nor substances of which, based on any legal provision or guideline, the presentation for collection and disposal is prohibited.

#### Article 2.2

The substances referred to in article 2.1 will be understood to be:

(a) Substances which, in whatever form, may cause damage or may be hazardous, including but not limited to:

- Toxic substances, including - but not limited to - chemicals and mixtures of substances which contain toxic chemicals, including pesticides;
- Substances which may be harmful to the health of human beings, animals and/or plants;
- Substances which are self-ignitable and/or may ignite;
- Substances which, when coming into contact with water or other substances, may develop flammable gases;
- Substances which may cause damage to the soil, surface water and/or ground water.

(b) Other substances, in particular:

- Corpses, faeces, slaughter waste or pathological waste
- Radioactive substances and substances that emit ionizing radiation;
- Closed or either fully or partly filled vessels, drums, bottles, canisters, cases and containers, and other substances packed in packing material insofar as no direct and sound control of the contents is possible;

- Car wrecks or remainders of car wrecks;
- Waste in a state of ignition;
- Bituminous waste materials and petroleum products or waste from such materials;
- Substances which, in combination with the other waste materials, may produce toxic substances;
- All kinds of oil.

#### Article 2.3

Construction and demolition waste can only be presented in volume containers without lids.

#### Article 2.4

Bulky waste, which is not considered to include rubbish, may be presented in all the various types of volume containers.

### **3. RENTAL AND USE OF THE ROLL-ON-ROLL-OFF CONTAINER**

#### Article 3.1

- (a) Selikor NV is and shall remain the sole owner of the roll-on-roll-off container(s).
- (b) For the rental of the roll-on-roll-off container Selikor NV has the right to charge a security deposit payable by the client, in an amount to be reasonably determined by Selikor NV
- (c) Selikor NV reserves the right to change the size of our containers if it is in the company's interest. The client will be made aware of any such change in writing, observing a notice period of at least one month.

#### Article 3.2

- (a) The client is solely responsible for the roll-on-roll-off container rented by him/her.
- (b) The client is obliged to take care of the roll-on-roll-off container like a *bonus pater familias*, which obligation includes keeping the roll-on-roll-off container clean and, if necessary, taking the proper measures to prevent the occurrence of stench and vermin in and around the roll-on-roll-off container.

#### Article 3.3

When a compactor is rented, the client him/herself is responsible for the power supply and for the correct voltage and the reliability of the power line. The client understands and accepts that Selikor NV can in no event and under no circumstance be held liable for any deficiencies in the power line or failure of the power supply.

#### Article 3.4

The client is not permitted, without the express written approval of Selikor NV, to make changes to the compactor, in particular no changes which may adversely affect the safety of the installation.

#### Article 3.5

Technical maintenance of the roll-on-roll-off container will be taken care of by and for the account of Selikor NV. Damage of whichever nature or resulting from whichever event or circumstance, caused otherwise than by normal use, will, after notification to that effect by Selikor NV to the client, be repaired by (or by order of) Selikor NV at the expense of the client.

#### Article 3.6

- (a) The client is responsible for all the waste presented in the roll-on-roll-off container.
- (b) The client must see to it that unauthorized persons do not and cannot operate the roll-on-roll-off container.
- (c) The client must use the roll-on-roll-off container in a careful way and see to it that it is not congested or overloaded.

#### Article 3.7

- (a) It is not permitted for the client to burn waste or any other substance in the roll-on-roll-off container or, as the case may be, have such waste or other substance burned or wasted.
- (b) It is not permitted for the client to place any burning or smoldering object in the roll-on-roll-off container(s) or, as the case may be, have such burning or smoldering object placed and burned therein.

#### **4. TRANSPORTATION OF ROLL-ON-ROLL-OFF CONTAINER**

##### **Article 4.1**

The roll-on-roll-off container are collected and emptied by Selikor NV at the client's request. Requests for collection and emptying of roll-on-roll-off container will be complied by Selikor NV on the first working day following the day of the request, except in cases of force majeure.

##### **Article 4.2**

Collection and emptying of roll-on-roll-off container is effected during the working hours as are established by Selikor NV for its employees. For collection and emptying of the roll-on-roll-off container at the client's request outside the working hours applicable at Selikor NV, additional charges will be due by the client, the amount of which will be reasonably determined by Selikor NV.

##### **Article 4.3**

The roll-on-roll-off container shall be installed for use in a place that is easily accessible to the vehicle of Selikor NV and to be agreed upon in advance between the parties in writing. If during the term of the contract the client decides to place the roll-on-roll-off container on another spot, then he/she shall notify Selikor NV accordingly in advance. In case the spot in question proves not to be easily accessible by Selikor NV, Selikor NV will notify the client accordingly in writing and the parties shall, in joint consultation, assign another spot, acceptable by both parties, to place the container.

##### **Article 4.4**

Selikor NV may give the client instructions for the proper and safe use of the roll-on-roll-off container, also for the purpose of promoting a smooth emptying of the roll-on-roll-off container. The client will be required to strictly follow these instructions.

##### **Article 4.5**

It will not be permitted for the client to grant third parties, whether or not against payment, the use of the roll-on-roll-off container, or allow them the

to use such container, or to rent or sublet such container to third parties or have them removed by such third parties.

##### **Article 4.6**

In case of a cancellation by the client of a planned transportation and emptying of a roll-on-roll-off container – provided such cancellation takes place no later than 12 o'clock noon on the day preceding the day on which Selikor NV was supposed to provide the services in question – such services will not be charged to the client.

##### **Article 4.7**

Any complaints the client may have concerning the execution of any part of the agreement by Selikor NV must be filed with Selikor NV in writing within two weeks after the action or omission in question.

#### **5. LIABILITY**

##### **Article 5.1**

The client is fully liable for any damage Selikor NV may sustain as a result of damage to or theft of the roll-on-roll-off container, and is liable for any damage Selikor NV may suffer as a result of damage to or theft of the roll-on-roll-off container.

##### **Article 5.2**

As far as the compactor is concerned, the client shall, at his/her own expense, insure the compactor with a locally established, trustworthy insurer against damage and theft and maintain such insurance during the entire term of the contract, for a sum equal to the replacement value (*nieuwwaarde*) of the compactor, having Selikor NV indicated as first beneficiary on the insurance policy. The client shall provide Selikor NV with a copy of the insurance policy and (from time to time) proof of payment of the insurance receipts, evidencing the due settlement of the insurance premiums. Should the client not comply with the aforementioned obligation, he/she will be held fully liable for any damage to or theft of the compactor up to the amount of the insured sum referred to above.

### Article 5.3

Damage to or theft of the roll-on-roll-off container does not relieve the client from his/her contractual obligations towards Selikor NV.

### Article 5.4

In case of theft of or damage to the roll-on-roll-off container the client shall notify Selikor NV thereof immediately. In case of theft the client shall, in addition, report the incident to the police. If the incident concerns damage to the roll-on-roll-off container, the damaged container must be returned to Selikor NV without any delay.

### Article 5.5

Selikor NV will not be liable for damage to persons or objects caused by the presence and use - whether or not judicious - of the roll-on-roll-off container, unless such damage was caused directly and exclusively by gross negligence of employees of Selikor NV.

### Article 5.6

- (a) The client shall fully indemnify Selikor NV at his/her sole expense against any damage Selikor NV may suffer as a result of any action taken by a third party against the client, where the roll-on-roll-off container, or the parcel of land on which such container is located, is seized and/or auctioned (e.g. in case of a foreclosure sale).
- (b) The client shall notify Selikor as soon as he/she becomes aware of the intention of a third party to take a measure as referred to in paragraph (a) of this article.
- (c) In addition, the client shall inform Selikor NV immediately of any claim which may be realized against the client and which may result in a (public) sale of the property on which the roll-on-roll-off container is located.

### Article 5.7

Selikor NV has the right at all times to inspect and/or analyze the waste – or have it analyzed – before the commencement of its activities. At no time whatsoever will the client be able to derive any rights or claims against

Selikor NV from its failing to have the waste inspected or analyzed. Selikor NV reserves the right to claim from the client any and all cost related to an inspection or analysis of the waste as referred to above.

### Article 5.8

In all cases where Selikor NV ascertains that the roll-on-roll-off container contains forbidden substances in the sense of article 2.1 of these terms and conditions, it expressly reserves the right, whether or not after an inspection or analysis, in the sense of article 5.7, to refuse the transportation and deposit of the waste. Such refusal in no way affects the obligation of the client to pay to Selikor NV the rent or any other compensation agreed upon between the parties. In addition, Selikor NV reserves the right to remove the forbidden substances at the client's expense. The costs involved with any particular form of transportation and/or disposal of the aforementioned prohibited substances and/or the cleaning of the roll-on-roll-off container will be charged to the client separately.

## 6. RATES

### Article 6.1

- (a) The client shall pay the charges due to Selikor NV within 30 days after the invoice date.
- (b) Unless otherwise agreed upon in writing, the rent for the roll-on-roll-off container will be charged monthly in advance, whereas the cost of transportation, emptying and disposal thereof will be charged monthly in arrears, i.e. in the month following the one in which the client made use of the service in question.

### Article 6.2

If the client fails to timely comply with his/her payment obligations referred to in article 6.1 of these terms and conditions, he/she will be under an obligation to pay the amount due within ten (10) days after a written summons from Selikor NV to that effect. In that case, and without any notification, the client will

automatically owe legal interest on the outstanding amount due, calculated from the due date as mentioned on the invoice until full payment of the amount due. In addition, any and all extrajudicial costs, reasonably incurred by Selikor NV in connection with the collection of the amount due from the client (collection fees), determined at 20% of the amount owed, will be for the account of the client.

#### Article 6.3

Should the client fail to (timely) comply with his/her payment obligation as referred to in article 6.1, and without prejudice to that which is provided in article 6 of these general terms and conditions, Selikor NV will have the right to suspend the performance of its obligations under the agreement, and remove the roll-on-roll-off container from the client until the entire outstanding balance due by the client to Selikor NV has been settled. By the mere usage of the roll-on-roll-off container the client agrees that in such cases Selikor NV will be authorized to access the premises in question without further permission from the client.

#### Article 6.4

- (a) The rate which the client should pay for making use of the service consists of three components:
  - Rent of the roll-on-roll-off container;
  - Emptying of the roll-on-roll-off container and transportation of the waste to the disposal site; and
  - Disposal of the waste at the disposal site.
- (b) Selikor NV has the right once a year on January 1<sup>st</sup> to review the rates it has agreed upon with the client, and if necessary to increase these rates to a reasonable extent. The client will be notified of such increase in advance.

#### Article 6.5

Without prejudice to the foregoing, Selikor NV reserves the right to adjust the rates if and as soon as the components, of which the rates are determined by law, are changed by a Government decree. Selikor NV will

notify the client of such changes as soon as possible and prior to the introduction of the changed rates, unless the client was already properly informed thereof through other sources (e.g. a publication issued by the Government).

### 7. TERM OF THE CONTRACT

#### Article 7.1

The agreement to which these terms and conditions apply, is entered into for a period of five (5) years, unless otherwise agreed upon by the parties in writing.

#### Article 7.2

After the expiry of the agreement referred to in the preceding paragraph, such agreement will be considered to have been automatically extended on the same conditions for consecutive periods of one year, unless either party gives terminates the agreement by registered letter as of the last day of the then running one year's term, observing a notice period of three (3) months.

#### Article 7.3

Should the client wish to terminate the agreement prior to its expiration, he/she will forfeit a penalty immediately due and payable in favor of Selikor NV, amounting to 10% of the rent for the remaining contractual period.

#### Article 7.4

- (a) Upon cancellation of the agreement Selikor NV will collect the rented roll-on-roll-off container from the client.
- (b) The roll-on-roll-off container must be in good condition at the time of collection.
- (c) If at the time of collection Selikor NV does not find the roll-on-roll-off container at the collection address, or if the roll-on-roll-off container is in a bad condition, the client will forfeit a penalty immediately due and payable in favor of Selikor NV amounting to a maximum of 12 times the monthly rent of the roll-on-roll-off container. However, Selikor NV expressly reserves the right to

claim from the client the entire actual damage it will have suffered.

#### Article 7.5

- (a) The agreement becomes effective on the date of placement and installation of the roll-on-roll-off container. If the roll-on-roll-off container is placed on or before the 15<sup>th</sup> day of the month, Selikor NV will charge the full monthly rent agreed upon.
- (b) For roll-on-roll-off containers placed after the 15<sup>th</sup> day of the month Selikor NV will not charge rent for the month in question.

#### Article 7.6

- (a) In case of month to month or week to week rent, or rent for an extended term, either party has the right to terminate the agreement prematurely by registered letter, observing a notice period of one month or, as the case may be, one week.
- (b) In these terms and conditions a month is understood to be a calendar month.

#### Article 7.7

At the end of the contractual period the security deposit referred to in article 3.1, paragraph (b) will be reimbursed to the client after offsetting the outstanding invoices, if any.

#### Article 7.8

If either party should fail to meet, in full or in part, his/her/its obligations arising from the agreement, the other party will summon the failing party in writing, giving such party a deadline of two weeks to comply as yet with his/her/its obligations. Should the failing party fail to comply with such summons he/she/it will automatically and by operation of law be in default under the agreement, whereas the other party will have the right to terminate the agreement with immediate effect by a simple written notice addressed to the failing party; the foregoing applies without prejudice to the conditions laid down in article 8 hereof.

#### Article 7.9

In an event as referred to in article 8 of these terms and condition, each party has the right to terminate the agreement.

#### Article 7.10

In special cases, such as the closing of a business, the client may terminate the agreement prematurely in writing with due observance of a notice period of one calendar month. In the notice of termination the client shall explain and duly motivate – and, if requested by Selikor NV, substantiate – the reason for the premature termination of the agreement.

#### Article 7.11

If the client disagree with the conditions laid down in article 3.1 paragraph c, article 6.4 and article 6.5 Selikor NV reserves the right to suspend the collection and removal of waste and terminate the agreement with immediate effect through a written notification addressed to the client.

### **8. FORCE MAJEURE**

- (a) If, due to circumstances beyond its control, Selikor NV is fully or partly prevented from carrying out the activities agreed upon, it will have the right to suspend the collection and removal of waste.
- (b) If the period of force majeure lasts longer than 3 months, both parties will be entitled to give notice of dissolution of the agreement to the other party, either in full or in part, by registered letter.
- (c) Force majeure will be understood to be:  
Any circumstance independent of the will of the parties which either temporarily or permanently prevents the compliance with the agreement, such as, among other things, riots, strikes, transportation problems caused by restrictive weather conditions, fire and other factors from outside which seriously interfere with the operations of Selikor NV.

## 9. FINAL PROVISIONS

### Article 9.1

Selikor NV is free to assign its rights and obligations under this agreement as well as the ownership of the roll-on-roll-off container to a third party, in which case it shall notify the client in writing accordingly, stating the name and other relevant information concerning the acquiring party or parties.

### Article 9.2

- (a) When entering into an agreement with Selikor NV the client must submit a copy of a valid identity document of him/herself (séduela, passport or driver's license).
- (b) In case the client is a legal entity or a sole proprietorship, (a copy of) an official excerpt from the Commercial Register of the Chamber of Commerce not older than six (6) months relating to the legal entity or, as the case may be, the sole proprietorship must be submitted to Selikor NV, as well as a copy of an identity document as referred to in paragraph (a) of the legal representative or, as the case may be, the owner.
- (c) When fixed periodic fees (such as rent) are concerned, in order to ensure the timely payment of such fees to Selikor NV the client shall sign a standing order with either Banco di Caribe, Royal Bank of Canada (RBC), Orco Bank or Maduro & Curiel's Bank (MCB), and make sure that at all times there will be sufficient funds on his/her account with such bank for execution of the standing order.

### Article 9.3

These terms and conditions form a constituent part of the agreement between the client and Selikor NV and may be cited as 'Terms and Conditions for the Rent of Roll-on-Roll-off Containers'.

### Article 9.4

Any deviation from these terms and conditions will only be permitted after express approval in writing of Selikor NV, on such further conditions as will

be determined by Selikor NV at that time.

### Article 9.5

These terms and conditions are governed by the laws of Curaçao. All disputes directly or indirectly arising from or in connection with these terms and conditions shall be brought before the Court of First Instance of Curaçao, with the exclusion of any other court of law. There will be a dispute when either party makes a statement to that effect to the other party by registered letter.

### Article 9.6

These terms and conditions will become effective on January 1<sup>st</sup>, 2014. The previous versions of the Terms and Conditions Roll-on-Roll-off Containers are hereby revoked.

Curaçao, December 20, 2013

For Selikor NV:

Ir. W.M. Kook, MBA  
Managing Director