**General acceptance regulations for Waste materials,**

**from UPM NL and UPM srl. IT**

**Article 1. Scope**

These acceptance regulations apply to the acceptance and presentation of waste materials. This concerns the offering of waste materials by third parties, at the companies of:

UPM B.V. & UPM S.R.L. Hereafter referred to as UPM.

Applies to the acceptance of the following waste materials within UPM’s facilities in the Netherlands and Italy:

**1.1** Metal waste (ferrous & non-ferrous)

**1.2** Electrical and Electronic Equipment

**Article 2. designations**

**2.1 Provider**

 The person by whom or on whose behalf the waste materials are presented for processing

**2.2 Customer**

 The person who receives the waste offered

**2.3** **Administrator**

 The person in charge of the yard/company

**2.4** **Carrier**

 The person who actually supplies the waste tot he recipient on behalf of the provider

**2.5 Transport guidance form**

 Every waste transport must be provided with the correct and fully completed legal transport

 accompanying documents such as an accompanying or a CMR with Annex VII

**2.6 Description form**

 Each wast stream must be described using the description form

**2.7 Wastes**

 Material that meets the requirements set out in Article 7 of these regulations

**Article 3. Validity**

**3.1** These terms and conditions apply to all agreements for waste materials in operating

 UPM. By offering the waste, the provider agrees to this regulations

**3.2** Deviations from the regulations are only valid insofar as they are approved in writing by

 the administrator are accepted. Deviations only apply duration or quantity, as laid down in

 an agreement between provider and manager. Deviations may in no way conflict with the

 laws

**Article 4. Exploitation**

UPM’s companies are located at:

 Engelseweg 233, te Helmond, The Netherlands

 Via l Maggio 8a, San Stino di Livenza (VE), Italy

**Article 5. Visits**

The companies are only accessible to UPM personnel and (after permission has been obtained) to persons who deliver waste materials to be offered. If the provider/carrier causes nuisance or hinders the normal course of business within the company, they may be denied access to the company.

**Article 6. Opening hours**

The company is open from Monday to Friday from: 8.00 to 16.30 h

Only by appointment, to visit

**Article 7. Acceptance of waste materials**

**7.1** UPM accepts non-dangerous wastes of the following categories:

 Metal waste (ferrous and non-ferrous)

 Electrical and Electronic Equipment

 Loose batteries or unsorted loads containing loose batteries are refused

**7.2** Exactly which waste materials of the categaries referred to in 7.1 are accepted depends of the

 Applicable european waste code (Euralcode). A request can be made by mail/office be discussed.

**7.3** If, upon pre-acceptance or receipt, it is doubted whether a waste may be accepted, in consultation

 with the provider, further research by UPM to chemical analysis by a external laboratory. Research

 results are disputable and any costs involved are cherged tot he provider.

**7.4** Waste materials that have been found to be unacceptable during a receipt check must be

 Immedialely by or on behalf of the provider on UPM’s instuctions to a suitable waste disposal

 company.

**7.5** If the provider fails to deliver rejected waste at the direction of UPM (yet) these waste materials will

 be removed at the expense of the provider to a suitable waste company. In such cases, the

 provider will also restrict access tot he device be denied for a peroid that UPM sees fit.

**7.6** Records are kept of refused waste, which can be requested by the competent authorities authority

 can be viewed

**Article 8. Offering waste**

Dangerous waste may not be offered to the company. If this is nevertheless done by a provider, these waste materials will be refused.

The following dangerous substances and/or materials are not accepted

* Asbestos-containing or asbestos-suspicious materials
* Radioactive material > treatment according tot he “decree on the detection of radioactive scrap”
* Ammunition/explosives
* Capacitors (in connection with PCB’s)
* Transformers with PCB-containing oil
* Odor-inducing materials
* Materials with food residues
* Materials with CFC’s
* Materials containing hazardous (e.g. chemical) substances
* Materials with toxic substances

Ferrous / non-ferrous must be free from other elements such as soil, sand, liqiud, PVC, plastic, glass, wood, bitumen, rubber and concrete. Safes, refrigerators, freezers and picture tubes are not accepted. Empty well: must be taken back by the sipplier after emptying. If possible or otherwise discussed.

**Artikel 9. Offer procedure**

**9.1** The transporter of the waste materials must report tot he desk at the office.

**9.2** The acceptor assesses whether the materials are accepted. This is based on the in article 9.5,

 information to be provided by the carrier and the information provided by the acceptor performed

 inspection of the material. If there are any doubts about the degree of contamination of the BA,

 action is taken in accordance with article 8.4 The acceptor is at all times entitled refuse supplied

 materials.

**9.3** The weightbridge employee in which category the BA’s presented are classified.

**9.4** The weight of the BA offered is determined by weighing using the on-site existing weighbridge

**9.5** An acceptance note (weighing note) is drawn up for each delivered and accepted freight,

 - Stating the following information

 - receipt number

 - Date & time

 - Provider, signature provider

 - Amount of waste

 - Nature and composition

 - Carrier

 - License plate means of transport

**9.6** Indentification with a valid identity document is mandatory for anyone who materials and

 wants tob e paid in cash

**9.7** Weighing vouchers are kept by administration for a period of three years

**9.8** After acceptance and weighing, the supplied BA may be unloaded. In this case, the

 carrier must follow directions from company personnel.

**Article 10. Prices**

**10.1** The processing rates are calculated on the weighed quantity. In addition, according to the

 category classification indicated by the weighbridge employee

**10.2** Payment will only be made at a value per freight with a reasonable yield: only delivery with a

 value above € 1.000,00. Preferably register in advance.

**10.3** If material is delivered unsorted or is sent so that the sorting takes substantial time, the delivery

 will not be accepted by us. Unless otherwise agreed.

**10.4** The weights are shown on the invoice.

**Article 11. Liability**

**11.1** The provider / carrier is liable for damage caused by him, his personnel or equipment used by

 him, or the waste materials or other materials he supplies materials , tot he personnel and

 property of the manager or third parties, fort he administrator working

**11.2** In the case referred to in Article 12.1, the provider / carrier indemnifies the manager against all

 claims for damages from third parties, regardless of the cause of damage.

**11.3** If a carrier offers on behalf of the provider / collector, both the supplier / collector if the carrier or

 their representative(s) is liable fort he damage referred to in this article.

**11.4** The manager accepts no liability for entering and driving on the site

**Article 12. Disputes**

**12.1** In all cases not provided for in these regulations, the following will be decided: the direction, the

 commerial administrative employee, the weighbridge employee

**12.2** Disputes will, if necessary, be submitted to the Civil Registry for assessment Judge, who is

 competent according tot he normal rules of competence.

**12.3** The processing rates apply per tonne and are adjusted annually or if there is reason to do so

 determined in the interim.