**General terms and conditions of**

**UPM B.V., The Netherlands**

**UPM S.R.L, Italy**

UPM B.V**.** : private limited company (hereafter: UPM), with its registered office in Helmond, Engelseweg 233, The Netherlands

UPM S.R.L. : private limited company (hereafter: UPM), with its registered office in San Stino di Livenza (VE),

Via 1 Maggio 8a, Italy

Hereafter referred to as: UPM

1. **Terms & conditions**
	1. These general terms and conditions apply to and form an inseparable whole with all contacts/deals/similarities as issued by UPM, all agreements that UPM has with its sellers and any materials that seller supplies to UPM. “Seller” means any natural or legal person who supplies to UPM in any way whatsoever.
	2. Additions to these general terms and conditions may apply if indicated in writing. Should there be any difference between the additional terms and conditions and these general terms and conditions, the additional terms and conditions shall apply to these general terms and conditions, unless otherwise specified in writing.
	3. Once these general terms and conditions apply to a quotation and/or agreement, they will also apply without further explanation to all new or ensuing quotations and/or agreements between the parties, unless expessly agreed otherwise in writing.
	4. If any provision of these terms and conditions is void, voided or otherwise declared inapplicable, the remaining provisions of these terms and conditions will remain in full force and effect and the parties will replacet he void, voided or inapplicable provision with a provision agree, whereby the propose and intent of the invalid, annulled or declared inapplicable provision will be taken into account as much as possible.
	5. General terms and conditions used by the seller do not apply, unless expressly agreed in writing by UPM.
	6. UPM reserves the right to change and/or supplement these general terms and conditions.
	7. UPM is authorized to make use of third parties. The present general terms and conditions also apply in that situation.
	8. Any communication between UPM and the seller may be made electronically, except for insofar as these general terms and conditions and/or the agreementand/or the law deviate from them. The version of the relevant communication stored by UPM serves as proof thereof, subject top roof tot he contrary by the seller.
2. **Ouatation & Agreement**
	1. All quotations from UPM are without obligation until the customer has received confirmation of receipt from UPM received, unless otherwiseagreed in writing. The auotations are based on the information provided by or behalf of te seller and on the current price. The quotations is only an indication and no rights can be derived from it. Quotations do not automatically apply to future assignments.
	2. Insofar as the tekst of the agreement conflicts with the tekst of the quotation, the tekst of the agreement. An agreement is also concluded if UPM has already started the execution of the execution of the assignment, even if that assignment has not been confirmed in writing by UPM.
	3. Verbal commitments from UPM employees or third parties do not bind UPM, unless these will be confirmed in writing by UPM whether UPM has already started the execution.
	4. UPM has an acceptance policy that can be consulted on its website. To the no rights can be derived from information on the website. UPM should be contacted for the current acceptance policy or the acceptance policy in a specific situation.
	5. The acceptance policy can be changed after the agreement has been concluded, for example as a result of or change in the acceptance policy after the agreement has been concluded, we are entitled to change the agreement in accordance with the new acceptance policy.
	6. UPM is not binding on UPM in our quotations and agreements;

UPM is always entitled to make adjustments in this regard

1. **Execution of the agreement**
	1. The parties will implement the agreement in the manner set out in the agreement, unless the acceptance policy has been changed after the agreement has been concluded.
	2. The seller quarantees that the metals it sells are in full accorddance with the specifications, that the metals are free from explosive and inflammable substance, from chemical contaminants, nuclear contamination and radioactive material, asbestos and other substances or materials that could threaten public health in any way and that the goods have been cleaned of materials other than metals, such as glass and soil.
	3. UPM is at all times entitled to refuse or return materials if they is of the opinion that the seller has acted contrary tot he provisions of the second paragraph of this article or that it is entitled to remove unwanted metals or non-metallic elements from the materials. UPM is entitled to pass on all costs it has to incur for return or removal to the seller.
	4. If the parties have agreed that UPM will arrange for the transport of the materials from seller, the materials must be ready for transport at the agreed time.
	5. If the materials are not ready or if the driver judges that the materials, if cannot be transported as a result of an act or omission on the part of the seller, he will not take the materials with him. UPM is entitled to pass on all costs it has had to incur as a result of this to the seller.
	6. If UPM arrange for the transport of the materials, the risk of the materials will pass to us the moment the materials leave the seller’s premises.
	7. If the seller takes care of the transport of the materials. The risk of the materials at the time the materials are on UPM’s permises and we have indicated that we are aware of and agree to this.

**4. Pricing & Billing**

**4.1.** Upon receipt of the materials, UPM will determine the quality and quantity of the materials, after

 which it announces its price to the seller. The price is coming establised after assessment of the

 quality and quantity of the materials and is also depending on the daily price of the materials

 concerned, as it applies on the day that the agreement is concluded.

**4.2.** If the seller does not agree with the fixed price, he must do so within 24 hours after to notify UPM

 of our quotation or credit invoice. After expiration of that period, the quotation will become binding,

 which means that the seller will must stated price to UPM.

**4.3.** If the seller does not agree, he must ensure that the materials are delivered within 7 days are

 removed from our site in accordance with applicable requirements and regulations. Remains

 seller in default of this, UPM will return the materials to it at the seller’s expense.

**4.4.** UPM endeavors to pay the seller the amount owed tot he seller within 30 days. However, this is

 not a binding term and UPM will only be in the default if:

 UPM is given notice of default by the seller after the expiry of the aforementioned 30 days and

 UPM is offred a reasonable term to still fulfill its obligation towards the seller comply

**4.5**. UPM is entitled to set off the claims has against UPM againts claims that UPM has on seller. The

 seller is not entitled to set off claims with us.

**4.6**. The prices quoted by UPM are fixed in Euro or USD, unless expressly agreed otherwise and

 always exclusive of turnover taks (VAT) and other equivalent charges.

**5. Liability**

**5.1.** UPM is never liable for damage suffered by the seller, unless that damage is the result of intent or

 gross negligence on the part of UPM.

**5.2.** The seller quarantees that the materials have been cleaned of the substance and materials to in

 Article 3.2 If the materials sold by the seller contain these substances and/or materials, then the

 seller is liable for all direct and indirect damage which UPM suffers, including all direct and indirect

 damage that UPM employees, UPM customers or third parties suffer.

**5.3**. The seller is liable for all direct and indirect damage, which UPM or UPM employees, or UPM

 customers, or third parties suffer because the seller acts contrary to with one of the other

 provisions of these general terms and conditions

**5.4.** The seller’s liability cannot be limited.

**5.5**. If the seller, pursuant to the applicable law, of these General Terms and Conditions, or is liable

 under any agreement and UPM is, in that context, and/or a third party, the seller will fully

 indemnify UPM and all damages suffered by us compensate damage, including the costs that

 UPM has to incur in legal proceedings.

**5.6**. The entry of the UPM site by seller or a third party engaged by the seller takes place for its own

 account and risk. Entering the site is done with the consent of the management or employees of

 UPM.

**6. Suspend agreement**

**6.1.** If the seller does not, not properly ot not in tome, any abligation that any agreement concluded

 with us, of which these general terms and conditions form part, should arise or UPM has reason to

 believe that the seller has not properly will comply with any obligation arising from any obligation

 between UPM and the agreement concluded with the seller, such as, but not exclusively in the

 event of suspension of payment of payment is granted to the seller is filed or the seller’s business

 is shut down or liquidated, the seller is deemed tob e legally without further notice of default being

 in default and we are entitled without judical intervention the excution of every agreement

 concluded with the seller in full or partially suspend or dissolvet he agreement(s) in whole or in

 part by statement, without UPM being obliged to pay any compensationor guarantee, all without

 prejudice to further rights accruinig to UPM, as well as the right to full compensation.

**6.2.** If UPM suspends the execution of the agreement or if the agreement is wholly or partially

 dissolve, UPM will send the client an invoice fort he work performed or services rendered.

**6.3.** In all cases referred to in the first paragraph of this article, the UPM claims, which UPM has

 and/or can thus obtain immediately, all at once and fully due and payable.

**7. Retention of property**

UPM remains the owner of the delivered goods until the customer has all claims of UPM,-goods delivered or tob e delivered by UPM and/or services delivered and yet to be delivered, as well as any claim by UPM duet o a shortcoming on the part of the costumer, all this as referred to in 3:92 paragraph 2, has paid in full. The customer may not use the goods as long as ownership remains with UPM

**8. Force Majeure**

**8.1**. UPM is not obliged to fulfill any obigation, if she is prevented from doing so as a result of a

 circumstance that is not attributable to fault and nor under the law, any legal act or generally

 accepted views are fort he account of UPM.

**8.2.** In the event of force majeure, UPM is entitled to suspend the execution of the agreement without

 the seller being entitled to compensation as a result.

**8.3.** If the force majeure must be judged to be permanent, UPM may terminate an agreement in full or

 partially dissolve by means of a written statement to the client in this way, without the client being

 entitled to compensation for this.

**9. Transferability**

**9.1.** The customer is not permitted to exercise his/her rights and/or obligations arising from the UPM

 concluded agreement, to be transferred.

**9.2.** Transfer of rights and/or obligations is only possible after the customer has informed UPM of this

 and has obtained written consent from UPM.

**10. Privacy**

**10.1.** Parties act in accordance with the policy rules on the obligation to report data breaches of the

 Dutch Data Protection Authority, the AVG and the AVG Implementation Act to determine whether

 there is of a data leak.

**10.2.** A data breach is understood to mean: all security incidents that prevent the protection of

 personal data has been breached at any time or as a result of which the personal data exposed

 to loss or unlawful processing. BV loss of a laptop or USB stick, sending an e-mail in which the

 addresses of all addressees, or a calamity.

**10.3.** Parties are each responsible for their own actions under the AVG

**10.4.** Parties take appropriate technical and organizational measures to protect peronal data against

 loss or any form of unlawful processing.

**10.5.** If the customer hands in copper cables and wishes to be paid in cash, seller/customer is obliged

 to show his/her proof of identity. UPM is based on the law entitled to register all data about the

 purchase and the proof of identity.

**11. Secrecy**

Each party undertakes to maintain secrecy towards third parties with regard to all confidential information and data orinating from or relating to the other party, to the extent that this information and data have become known to the first-mentioned party in the context of the quotation or order and of which the parties can reasonably know that it concerns confidential information

**12. Disputes and Applicable Law**

**12.1.** All quotations and agreements governed by these terms and conditions are exclusively Dutch

 applcable law.

**12.2.** All disputes relating to or arising from the offers made and/or with UPM concluded agreements

 will be brought exclusively before the competent Dutch judge in the district where UPM is

 established.

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