

1° Definitions, application of the General Terms and Conditions of Sale

1.1. "Supplies" means any goods and services that are the subject of a contract between the client and Veolia Environmental Services Belux or one of its subsidiaries, which is further identified in the contract of which these General Terms and Conditions of Sale are part of (hereafter "Veolia"), whether or not they are the subject of a signed written agreement. Unless agreed otherwise in writing, Supplies are exclusively delivered and performed in Belgium. "Acceptance Conditions" means the conditions to be met by the offered waste, as prescribed by Veolia. This concerns rules relating to the nature, characteristics, composition, volume of the waste and manner in which the waste must be offered.

1.2. Unless expressly agreed otherwise in writing in advance, Veolia's Supplies are exclusively subject to the present General Terms and Conditions of Sale, excluding any general and special terms and conditions of the client. Written derogations are only valid as a replacement or addition to the specific provisions to which they relate. The remaining provisions of the present General Terms and Conditions of Sale remain fully applicable. The present General Terms and Conditions of Sale are attached to the offer and to the contract so that the client is deemed to have read them prior to the conclusion of the contract and to have accepted them.

2° Conclusion, duration and end of the agreement

2.1. The offers and/or agreements are established on the basis of information provided by the client. The client warrants the accuracy and completeness of the provided information, including the description of the waste materials and whether they have a hazardous character or not. An offer is valid for one month. Veolia reserves the right to modify its offer before acceptance of it. Such a modification of the offer is valid upon notification to the client.

2.2. The contract is only concluded when Veolia has confirmed the client's order or when Veolia proceeds with the performance of the order. The order will not be unreasonably refused. The client represents and warrants that it is represented by (a) person(s) that is (are) authorized signatory(ies).

2.3. In accordance with Book XII of the Economic Law Code, parties specifically recognize that electronic means of communication are capable of constituting a valid agreement. Veolia can use any electronic files to evidence the agreement. An ordinary, digital or electronically qualified signature is not an essential requirement for evidence purposes.

2.4. The client will timely provide Veolia with any authorisation, technical instruction, analytical result, representative sample or any other information useful for the proper performance or delivery of the Supplies.

2.5. Unless expressly agreed otherwise in writing, the contract is entered into for a minimum period of 5 years from the date of entry into force in accordance with art. 2.6.

2.6. At the end of that period, the contract will be automatically and tacitly renewed for successive periods of an identical duration as the initial duration.

2.7. The contract enters into force on the day of conclusion of the contract in accordance with art. 2.2., unless otherwise agreed in writing between the parties. If it is agreed that the contract enters into force on another date than such date of conclusion and that this date of entry into force is not further specified in the agreement, the contract will enter into force no later than 3 months after the conclusion of the contract unless, prior to the expiration of these 3 months, parties agree on another entry into force date. Client will (1) confirm the delivery date to Veolia prior to the date of entry into force. The client will in any case, at the latest as of the date of entry into force, (2) enable Veolia to deliver the equipment and (3) be obliged to pay the agreed prices to Veolia. If the client has not confirmed a delivery date in accordance with (1), non-delivery by Veolia will not constitute a breach of contract.

2.8. Upon termination of the contract for any reason whatsoever, Veolia is in charge of collecting the containers. Veolia will be entitled to charge a lump sum fee of €175 per container and €1750 per (semi)-underground container that needs to be removed, without prejudice to Veolia's right to claim a higher amount based on the actual costs. If the recipients are not empty, Veolia has either the right to charge the price of collection, transportation and processing of the concerned waste and/or products, with a minimum amount of €50, either to ask the client to take back the waste and this at its sole risk and expense. The performance of collection is charged by Veolia regardless of the reason for termination of the contract and regardless of whose initiative the contract is terminated. Under no circumstances shall the client be entitled to standing fees or damages/occupancy compensation as a result of the presence of the containers at his site.

2.9. Early termination of the contract by the client is only possible on condition that the client pays a Termination Compensation equal to 50 % of the turnover (calculated on the basis of the amounts due for rent and collection for the already expired period) and extrapolated over the remaining contractual term, with a minimum amount of €1.500. If less than 12 months have elapsed, the Termination Compensation is equal to 50 % of the amounts still due for rent and collection until the expiry date, with a minimal amount of €1.500. The parties rule out the additional effect of Article 5.90(2) of the Civil Code ("anticipatory breach").

2.10. Each party can terminate the contract upon written notice to the other party, in whole or partly, with immediate effect, without prior notice of default and without prior intervention by a court being required, as soon as the party in default (1) is in a situation of bankruptcy or insolvency, is subject to a judicial reorganisation procedure or otherwise, has been dissolved or in liquidation or (2) has committed a material breach of contract, including, but not limited to, a breach of art. 2.6., 3.1, 3.4 or 10.1.,

without prejudice to the right to compensation. The parties rule out the additional effect of Article 5.90(2) of the Civil Code ("anticipatory breach").

2.11. If a party fails to fulfil one of its obligations and has not remedied such failure within 15 calendar days following notice, the other party has the right to terminate the contract with immediate effect, without prior intervention of a court being required, at the responsibility of the party in default, without prejudice to the other party's right to compensation.

2.12. If it appears that a party is in such financial situation that it will no longer be able to fulfil its contractual obligations and to the extent permitted by law, the other party has the right to terminate the contract with a notice period of 15 calendar days as from notice to the client by registered letter, without prior intervention of a court being required, without prejudice to compensation.

2.13. Upon termination of the contract by Veolia in accordance with any of the provisions of art. 2.9., 2.10 and 2.11., Termination Compensation will also be due to Veolia.

3° Waste and product collection

3.1. The client undertakes to place the recipients, the waste and products to be collected in an appropriate location that is accessible to Veolia and will respect the requirements as prescribed by Veolia in relation thereto, amongst others in the Acceptance Conditions. This location must also allow the manoeuvres and actions necessary for the proper performance or delivery of the Supplies.

3.2. Given that prices are determined on the basis of the information provided by the client, the latter warrants Veolia the accuracy and completeness of the provided characteristics, including the description of the waste and whether it has a hazardous character or not. In addition, the client will, at Veolia's request, provide Veolia with representative samples of the waste and products, in the frame of potential control tests on the nature of the waste and products to be collected. Veolia reserves the right to control, itself, at any time, the lots of waste offered by the client without prejudice to the above mentioned warranty by the client that the lots correspond to the provided information regarding the waste.

3.3. The client acknowledges that it has received all necessary and useful information regarding the waste that can be deposited in a recipient as well as a non-limitative list of non-compliant waste. With regard to the definition of waste, Veolia refers to the practices, definitions and legal classification of waste, and more specifically the distinction between hazardous and non-hazardous waste.

3.4. Unless expressly agreed otherwise in writing, the loading and the securing of a cargo in or on the means of transportation is handled by Veolia. In no event will the client be entitled to have the loading or unloading of the recipients, waste and/or products performed by a third party. Unless expressly authorized by Veolia, the recipients will only be emptied by Veolia during the entire term of the agreement. If the client, notwithstanding the foregoing, allows a third party to intervene, the client will compensate Veolia for all damage sustained.

3.5. Veolia is not obliged to collect any waste and/or products not contained in the recipient. If Veolia nevertheless collects such waste and/or products, the price for the collection, transportation and processing of the additional waste and/or products will be charged to the client on the basis of the contractual price and the supporting documents, without prejudice to the application of article 10.2.

3.6. If the client wishes to temporarily adapt the unloading frequency (e.g., during holiday periods), it will inform Veolia in writing at least 5 working days before the delivery or performance of the Supplies. Veolia will take this into account only if it was timely communicated. The contract was concluded on the basis of a specific unloading frequency. If, for any reason, the number of unloading carried out differs from the agreed unloading frequency, Veolia can charge additional costs.

4° Sale of goods

4.1. All goods sold by Veolia remain the property of Veolia until the client has fulfilled its obligations towards Veolia, including payment of due invoices and damages. Until that time, the client is prohibited from selling, transferring or encumbering the goods in any manner. The risks associated with the goods are transferred to the client as soon as they leave the exploitation site of Veolia or the site of its suppliers. In respect of installation of (semi)-underground container(s), the signature of the installation document by the client shall constitute evidence of proper delivery and installation.

4.2. As soon as the client or a third party designated by the client receives the goods, this receiver is required to diligently examine the goods. In case of visible defects to the goods, the client must notify an express, unequivocal and duly motivated complaint by registered letter to Veolia within 2 working days following the delivery. Veolia shall have no responsibility for visible defects that have not been notified to it during this period. Complaints relating to hidden defects must be notified expressly, unequivocally and duly motivated by registered letter to Veolia within a period of one month following the delivery. Veolia shall have no responsibility for hidden defects that have not been notified to it during this period. The client recognizes that this period for notifying hidden defects is more than sufficient considering the nature of the goods. If, at the client's request, Veolia sells goods for which it does not act as a specialised professional vendor, Veolia shall have no responsibility at all for hidden defects. The client must always sufficiently motivate a complaint and in doing so, to the extent possible, use technical means such as pictures and videos. In the absence of timely sufficiently motivated complaints, the client is deemed to have accepted the goods.

5° Lease of goods

5.1. Any goods rented to the client remain the property of Veolia. The rented goods are provided with an identification mark that cannot be removed or modified in any case. The goods shall be deemed delivered in good condition. Upon reception of the goods, the client must examine them diligently. Reception of the goods shall always and irrevocably be deemed a confirmation of acceptance of the condition of the goods. If the goods or the delivery is affected by a defect, this will be mentioned in writing on the acknowledgment of delivery and in any case by letter within 2 working days after delivery. Any damages that are reported later or in a different manner shall be deemed to have been caused by the client.

5.2. (Semi)-underground container(s) are installed at the request and at the risk of the client. The refurbishment of the premises after removal of the (semi)-underground container is at the expense of the client. Prior to the installation of the (semi)-underground containers, the client must provide Veolia with a correct and complete plan of the site (e.g., regarding on site cables, pipes, etc.).

5.3. The client recognizes that it has been informed of the permitted use of the goods and undertakes to use the goods accordingly. The rented goods may under no circumstances be used by third parties. The client cannot modify the location of the recipients without prior written authorization from Veolia. The client undertakes to use the equipment in a prudent manner. The client can under no circumstances adapt or modify the goods or its accessories.

5.4. All risks are transferred to the client upon delivery of the goods to the client and this for the entire duration of the agreement. Therefore, the client is liable for any theft, degradation, loss of or damage to the goods as well as for the damage caused to third parties, whether they are caused by the client's fault or not. The client will immediately notify Veolia in writing of any loss or damage. The damaged recipients can only be repaired or replaced by Veolia, at the choice of Veolia. The associated costs will be borne by the client and will be invoiced on the basis of the loss actually incurred and the supporting documents.

5.5. After the end of the rental period, the client returns the goods in their original condition. Take-back of the rented equipment does not imply that Veolia accepts the condition of the equipment. In case of damage, Veolia can introduce a claim for compensation within 30 calendar days after the take-back. The associated costs will be borne by the client and will be invoiced on the basis of the loss actually incurred and the supporting documents.

5.6. The goods cannot be sub-rented, loaned or given as security to third parties. In case of non-payment by the client or in case of bankruptcy, termination or suspension of the client's activities, Veolia is entitled to immediately take back the equipment at no charge and, for this purpose, has access to the sites or buildings where the equipment is located.

5.7. The client chooses whether the equipment is placed on a private site or on the public road. The client is responsible for taking all necessary measures relating to specific regulations, authorisations and security measures (e.g., authorization to use the public road, access of third parties to the goods, protection against theft, signalling, traffic signs, etc.). All costs related to the installation of the equipment on the public road is the responsibility of the client. If these costs are charged to Veolia by third parties and/or public authorities, notably as a result of the client's failure to comply with regulations, they will be invoiced to the client on the basis of supporting documents.

6° Price

6.1. Prices are mentioned without VAT. The prices at the start of the contract are, subject to art. 6.2.- 6.3., the prices cited in the offer and/or the contract.

6.2. Apparent or clearly evident errors in the offer can be corrected by Veolia during 30 days after the conclusion of the contract with market prices. Complaints regarding the corrected price must be notified to Veolia in writing within 7 calendar days. Notification of a complaint does not entitle the client to suspend the payment.

6.3. Veolia may unilaterally adjust prices in a reasonable and proportionate manner in order to pass on direct or indirect additional costs during the course of the contract: (i) in the event of a change in the information or data provided by the client or if such information proves to be incorrect or incomplete, (ii) in the event of a change in the cost structure if the price of goods or services purchased by Veolia from third parties is increased or if such goods and/or services are (temporarily) unavailable from the usual suppliers; and/or (iii) in the event of an increase in the cost of salaries, social security charges, taxes, the price of raw materials, goods, transportation costs or energy prices.

6.4. Supplies performed or delivered on Saturday, Sunday or on public holidays or night work will be charged to the client in line with the official salary scales.

7° Payments

7.1. The client receives its invoice electronically. If the client wishes to receive paper invoices, the client notifies Veolia in writing. An administrative cost of €6 will be charged per paper invoice.

7.2. Unless expressly agreed otherwise in writing, invoices are payable 15 days after its issuance date. In case of direct debit, the invoiced amount will be debited 15 days after the invoice date. The client will ensure that the account to be debited always has a sufficient balance. In the event of a bank and/or post refusal for direct debit, for any reason, the related costs will be recharged to the client. Each invoice that is not disputed within 15 days after its issuance is considered accepted by the client. Every payment must be performed by the client as indicated on the invoice.

7.3. Every invoice not timely paid gives automatically and without notice rise, as of the expiry date, to late payment interest at a rate equal to the legal interest rate for late payment in commercial transactions. If the invoice remains, in whole or in part, unpaid

after sending a notice, the client will in addition be charged with a lump sum compensation amounting to 12 % of the invoice amount, with an absolute minimum amount of €150. In addition, for every reminder or notice sent by Veolia, an administrative cost of €30 will be charged. This is without prejudice to Veolia's right to claim compensation for additional costs related to the non-payment. The non-payment on the expiry date of a single invoice makes the total due balance of all other invoices, even non-expired invoices, immediately and automatically due and payable within 15 days after the sending of a formal notice. Every partial payment by the client will first be imputed on interests and compensation, the potential balance on the principal amount. The client cannot assign or transfer its debts owed to Veolia and its payments requests cannot be endorsed. The client can neither refuse payment by invoking a dispute that is not directly linked to the subject of the invoice nor exercise a right of retention on the uncontested part of the invoice.

7.4. Without prejudice to art. 2.10., if payment of the invoice or part thereof has not been made 15 days after sending the notice, Veolia will be entitled to suspend performance of the contract at the client's sole responsibility. This suspension does not affect the charging of a rental price for the goods.

8° Performance period, subcontracting and modifications to the agreement

8.1. The collection frequency of collection is stated in the contract. The Client is notified of the collection days via the Easy Waste application. Collection days are subject to change for logistical and operational reasons. The client is advised of this via the Easy Waste application. In any event, no penalty or indemnity may be imposed by the client on Veolia if the performance of the Service cannot take place at the planned frequency or on the day communicated to the client for reasons beyond Veolia's reasonable control (such as force majeure, public holidays, blocked roads, seriously disrupted road traffic or very unfavourable weather conditions). The client may not call upon a third party to replace Veolia on the grounds that the Service has not been carried out by Veolia at the frequency and/or within the period indicated.

8.2. Veolia reserves the right to subcontract part or all of its Supplies.

8.3. Every modification of the provisions of the contract at client's request will only be possible subject to Veolia's prior and written consent. Veolia may in that case apply a price revision as well as revise the agreed delivery terms. For each modification of the contract (e.g., modification of unloading frequency, modification of administrative headquarters or of delivery address of the client, etc.), Veolia will be entitled to charge an administrative cost of €35.

9° Unforeseeability - Force majeure

9.1. If after the conclusion of the contract, unforeseeable or unforeseen circumstances arise that make the performance of the contract by Veolia substantially more difficult or more expensive, Veolia may send the client a letter of notification and a proposal for the adaptation of the contract. The client will have 30 days to respond and make any comments. During the adaptation procedure, the parties shall continue to perform the contract under the existing conditions. The modifications resulting from this article will give rise to the establishment of a schedule. In the absence of an amendment or agreement within 60 days after the proposal to adapt the contract, the contract may be terminated by registered letter by Veolia without any compensation or indemnity being due to the client. The parties exclude the application of Article 5.74, 2nd-4th paragraph of the Civil Code.

9.2. In case of force majeure, which is a circumstance independent of Veolia's or the client's will preventing them from fulfilling all or part of their obligations, the party who is affected by force majeure is not obliged to fulfil its obligations, this for the duration of the situation of force majeure, without the other party having the right to compensation or to terminate the agreement, unless the execution of the contract has become definitely impossible. "Force majeure" means inter alia: war or risk of war, insurrection or riot, any decision taken by the authorities regarding authorizations and permits, natural disasters, any interruption due to exceptional weather conditions, transport difficulties, fire, strike and lockout, whether affecting Veolia or its suppliers, without this list being limitative.

10° Risk - Liability

10.1. Non-recyclable waste remains property of the client until its disposal or treatment. Ownership of recyclable waste and products is transferred to Veolia at the time of their collection. In any case, the client remains liable for the risks and dangers associated with the waste including at the time of their treatment. The client confirms that it is aware of the applicable regulations regarding storage, collection, removal, treatment and disposal of waste and products and undertakes to comply with them. The client confirms that it has been informed regarding the Acceptance Conditions and the permitted use of the goods and undertakes to comply with these. In case of doubt regarding the interpretation of the Acceptance Conditions or the permitted use, the client must immediately contact Veolia to ask for explanations.

10.2. If upon collection, transportation, storage, unloading or treatment it appears that waste or products do not comply with the provided description, the furnished samples or the Acceptance Conditions, Veolia can, at its choice, either (a) refuse the concerned lot, either (b) resend the concerned lot to the client, or (c) accept the lot subject to payment by the client of a price adapted to its legally required treatment. In any case, the client must indemnify Veolia for all costs and damages resulting from this. In case the non-compliance concerns dangerous waste, such compensation amounts to €1.000 per tonne, with a minimum amount of €250. Veolia has, in any case, the right to claim further compensation for all damage suffered on the basis of supporting documents.

10.3. The packaging of dangerous waste and products must, unless otherwise agreed in writing, be performed by the client in accordance with the applicable regulations

and standards so that the packaging is closed and waterproof and presents all the required safety requirements for handling, transportation and treatment without risk by Veolia or its employees or other persons designated by it. The lots of different waste and products must be grouped individually and with clear identification so that the different quantities of waste and products can be determined. Every liability arising from this will be assumed by the client. The affixing of labels is performed by the client in accordance with Belgian legislation and CEE-standards. Upon simple request, Veolia can provide the client with additional pictograms and labels, which the client must place on a visible location on the packaged lots, in order to facilitate the identification of waste and products.

10.4. Any complaint must be clearly notified to Veolia by registered letter within 14 calendar days after invoicing (postmark serves as proof). Formulating a complaint does not entitle the client to suspend payment. In the absence of a timely complaint, Veolia's service or any other supply will be deemed accepted. Veolia is only liable for direct property damage caused by Veolia during the performance or delivery of Supplies and in no case for indirect damages such as e.g., operating losses, financial losses or loss of profit, etc. Except in case of fraud or wilful misconduct, the liability of Veolia is in any event limited to the amount the client paid to Veolia for the performance or delivery of the Supplies during the 12 months preceding the damage-causing event with a minimum of €50.000 per year.

10.5. Veolia is not liable for damage suffered by third parties including the employees of the client as well as the individuals that the client has under its responsibility, who suffered damage within the framework of the performance of the agreement, unless this damage is a direct consequence of its fraud, wilful misconduct or that of its employees or, except in cases of force majeure, of any failure to perform an essential commitment under this contract.

10.6. In no case will Veolia be liable for damage to cables, pipes, tubes etc. in the ground, which have not been communicated timely or with indication of the correct location by the client to Veolia. The client is liable for these damages and will fully indemnify Veolia.

10.7. The client is liable for all (additional) costs and damages arising from the failure to respect its obligations, also if the Supplies cannot be performed or delivered at the agreed time, including inter alia cost for the wrong loading or overloading of the recipient both in weight and in volume, cost for a futile trip, waiting cost, cost for exceeding loading period, etc. Veolia reserves the right to refuse recipients that display wrong loading or overload.

10.8. The client indemnifies Veolia and its employees or other persons designated by it for all claims arising from or related to the performance of the agreement, unless the damage is caused by Veolia's fraud, wilful misconduct or that of its employees or, except in cases of force majeure, of any failure to perform an essential commitment under this contract.

10.9. Claims arising from this agreement shall be time-barred by the expiration of ten years.

11° Intellectual property

All intellectual property rights and derivative rights regarding the Supplies and trade names remain the property of Veolia. This includes, among others: copyright, trademark, design and model rights and/or other (intellectual property)rights, among which technical and/or commercial know-how, methods and concepts, whether patentable or not. The client is prohibited from using and/or modifying these intellectual property rights.

12° Information and personal data processing

12.1. The information and personal data supplied by the client are necessary for preparing and performing the contract, and they are used for the purpose of processing and completing the orders, delivering the Supplies, billing, the establishment of non-compliance on the part of the client as well as looking after the legitimate interest of Veolia and achieving all purposes compatible with these mentioned purposes, such as, for example, carrying out direct marketing whereby Veolia acts as personal data controller. The supplying of incorrect or false personal data is considered a breach of the General Terms and Conditions of Sale. The client's personal data will only be processed in accordance with the applicable legislation. The personal data supplied by the client can be shared for the abovementioned purposes with the following categories of third parties: processors that offer e-mail marketing and/or other communications services; processors that conduct satisfaction surveys and/or that contact clients; processors from which Veolia purchases data; processors that offer logistics services and/or that are commercial representatives. These personal data will only be shared with third parties that are outside the EEA if the third party conforms to applicable legislation in order to guarantee an adequate level of personal data protection. Veolia reserves its right to transfer certain personal data to other entities within the Veolia group that acts as either the personal data processor or personal data controller for the purposes that are compatible with the ones mentioned above.

12.2. The personal data will not be stored for longer than necessary to achieve the abovementioned purposes. The client has the right, as the case may be and to the extent in accordance with applicable legislation, to request Veolia to access, to correct, or to change, to delete, or to restrict the personal data processing related to it, as well as the right to object to the personal data processing and the right to personal data portability by completing the contact form on www.veolia.be. The client can file a complaint with the competent Data Protection Authority (contact@apd-gba.be) if necessary. The client can also contact Veolia directly via dataprotection.be@veolia.com or dataprotection.lu@veolia.com.

13° Mutual information – Evidence – Security

13.1. The client and Veolia will inform each other of all events or elements that can have an influence on security or the proper performance or delivery of the Supplies.

13.2. Veolia reserves the right and the client accepts that Veolia may use any evidence, including photos of the situation on site, to prove non-compliance with the contract on the part of the client, e.g. non-compliances regarding the sorting obligations. The client will be informed of this by e-mail and will be able to consult any evidence via its account.

13.3. The client shall inform Veolia about the risks and the provisions regarding the wellbeing and security of the employees associated with the establishment where the Supplies are to be delivered or performed. The client undertakes that the places, installations, machines and equipment where and on which Veolia will perform or deliver its Supplies are in accordance with applicable legislation. The client's requirements for security and coordination of the Supplies can only be invoked against Veolia if they were previously officially communicated in writing and were accepted by Veolia.

14° Applicable law and competent court

Any disputes relating to the Agreement, and by extension all disputes relating or arising from Veolia's offers, are exclusively subject to Belgian law. In case of a dispute that cannot be settled amicably, the courts of the judicial district where the head office of the Belgian Veolia contracting company is located will be exclusively competent. The applicability of the Vienna Convention on the International Sale of Goods is expressly excluded. The nullity or invalidity of a provision or of part of a provision of the General Terms and Conditions of Sale and/or the contract has no effect on the application of the remaining provisions. Veolia has the right to replace the relevant provision with a valid provision with a similar purpose.