

1. APPLICATION AND VALIDITY OF THE GENERAL TERMS AND CONDITIONS FOR PURCHASING AND EXECUTION

Unless otherwise agreed explicitly and in writing, these general terms and conditions, hereinafter referred to as the "General Terms and Conditions", for purchasing and execution form an integral part of orders placed by Veolia Environmental Services Belux NV and all its associated companies within the meaning of Articles 1:20 and 1:21 of the Companies and Associations Code, hereinafter referred to as "the Purchaser" or "Veolia", with the exclusion of the general or special terms and conditions of the supplier or contractor, hereinafter referred to as "the Vendor", even where these are communicated following the order.

Deviations from these General Terms and Conditions can only be agreed in writing. The Vendor cannot invoke deviations agreed upon in an earlier contractual relationship.

Applicability of general or specific conditions, under any name whatsoever, of the Vendor, on quotations, orders, contracts, invoices and/or other legal relationships between Purchaser and vendor is explicitly rejected. The Purchaser reserves the right, subject to prior notification, to unilaterally modify the Terms and Conditions. The applicable Terms and Conditions can be consulted at any time on the website www.veolia.be. It is up to the Vendor to consult them regularly.

2. NOTICE OF RECEIPT - MODIFICATIONS

The Vendor shall return the copy of the order form to the Purchaser's company head office as soon as possible, signed and dated, as confirmation. Should such confirmation not reach the Purchaser within a maximum period of eight calendar days, the Purchaser shall be entitled to cancel the order or to regard the order, including all terms and conditions, as having been tacitly accepted by the Vendor.

Any order confirmation from the Vendor in a form other than returning the copy of the order form, has as only value the receipt of the order by the Vendor. The order confirmation can never be used to report deviations from the order, even if signed for approval and sent back by the Purchaser.

Any potential deviation from the (conditions of) the order must be notified individually, and can only be valid with the prior written and explicit consent of the Purchaser.

Commencement of execution of the order by the Vendor shall also constitute the confirmation of the order, including all terms and conditions.

On the other hand, orders given orally by the Purchaser or its authorized agents shall only be valid insofar as these are confirmed by a written order within a period of five working days. On no account may the absence of a reply by the Purchaser to an offer communicated to the Purchaser be considered as an acceptance of such offer.

3. EXTENT OF THE PURCHASER'S OBLIGATIONS

The Vendor acknowledges that it is in possession of all information necessary for the complete and faultless execution of the order with due regard for all the difficulties this may imply or entail and is in a position to execute the same in accordance with the relevant rules of the trade. The Vendor undertakes to execute the order, as an obligation to achieve a result, in a faultless and complete manner without interruption and within the previously agreed period.

The Vendor is explicitly prohibited from postponing or delaying, for whatever reason, deliveries, work or the performance of contractual obligations.

Authorizations, approvals, controls, etc. on the part of the Purchaser shall not have the effect of changing or altering the obligations and/or responsibility of the Vendor.

The delivery must be in compliance with all European, national, regional and local regulations and with all rules, guidelines, codes and all standards concerning technics, environment, safety, hygiene, ergonomics, etc. applicable to the type of services or material.

All supplied products or material must be equipped with the latest, usage, maintenance and safety instructions in Dutch and in French.

4. CANCELLATION – DEFECTS

Should the Vendor not meet its obligations or in the case of insolvency or procedure of judicial re-organisation (gerechtelijke reorganisatie) of the Vendor, the Purchaser reserves the right to cancel the order completely or in part without prejudice to its right to claim damages or compensation. The Purchaser shall also be entitled to itself remedy faults or defects on the part of the Vendor or assign the same to a third party of its choice at the expense and risk of the Vendor.

5. ASSIGNMENT – SUBCONTRACTING

The Vendor shall be prohibited from assigning or subcontracting all or part of the order to any third party or parties without the explicit and written consent of the Purchaser. In the case of infringement of this provision, the Purchaser shall be entitled to cancel the order in full or in part without prejudice to its right to claim damages or compensation. Should the Purchaser consent to all or part of the order being assigned to a subcontractor or subcontractors, this shall in no way diminish the Vendor's responsibility vis-à-vis the Purchaser for the complete and faultless execution of the order.

6. EXECUTION OF THE ORDER

Unless otherwise agreed explicitly and in writing, the period for execution shall commence on the day on which the order is placed. If a delay in execution is planned, the Vendor shall be obliged to inform the Purchaser accordingly without delay, whereupon the Purchaser shall notify the Vendor of its decision as to whether it wishes to cancel the order or not.

Should the order not be executed in accordance with the terms and conditions, the Purchaser reserves the right to cancel the order completely or in part without formal notice or the intervention of the courts and notwithstanding the Purchaser's right to claim compensation.

Such cancellation shall be specified in writing. Compensation can, amongst other things, cover the inactivity of personnel and equipment, loss of earnings, damages to which the Purchaser's customer is entitled, etc. Where the special terms and conditions provide for a fixed amount of compensation, this shall be applicable in law and without formal notice notwithstanding the Purchaser's right to full compensation for the loss or damage suffered. Such compensation shall be regarded as fixed-rate and non-reducible compensation.

7. TRANSPORT

Unless otherwise agreed explicitly and in writing, transportation shall ensue at the risk and expense of the Vendor to arrive at the delivery address specified by the Purchaser only on working days and during office opening hours. Only the supplier is responsible for charging the goods at the delivery address, without assistance of the Purchaser, to the ground floor.

Prior to each such consignment the Vendor shall be obliged to send a consignment note, hereinafter "Consignment Note" setting out, amongst other things, a clear and precise description of the material to be consigned, also including the references given on the order form. Such Consignment Note shall be sent to the contact person mentioned on the order form and a copy of the same shall be attached to the goods.

Due and proper safekeeping of the goods and/or materials shall be guaranteed by the Vendor in the case of any delay of the consignment, whatever the cause or reason, even where this is attributable to the Purchaser.

Additional expenses and risks arising from the use of storage facilities or faster means of transport in order to comply with the delivery deadline shall be borne by the Vendor.

8. TRANSFER OF OWNERSHIP – RECEIPT - ACCEPTANCE

Ownership of the items comprising the order shall be acquired by the Purchaser following identification of the components constituting part or all of a delivery at the delivery address. The Vendor shall bear all risks associated with its deliveries and/or services up to the time of these being accepted by the Purchaser. Possession may not be deemed to constitute acceptance.

In case of exceptional partial or full prepayment by the Purchaser to the Vendor, the Purchaser becomes directly the owner of all materials, raw materials and semi-finished products which are used by the Vendor for the execution of the agreement or are intended for the execution of the agreement, as well as all relevant products in operation. The risk remains in any case to the Vendor up to the moment of acceptance of the goods by the Purchaser. From the moment the Vendor has received the prepayment, the Vendor is obliged to individualize these matters sufficiently and to separate them to the benefit of the Purchaser from other matters, to mark them as the property of the Purchaser, to secure them sufficiently secure and furthermore to take all necessary measures to prevent deterioration until the goods will be delivered to and accepted by the Purchaser.

Unless otherwise agreed explicitly and in writing, goods shall be accepted by the Purchaser at the delivery address and work at the performance address. The Purchaser reserves the right to return all goods or reject all work not complying with the terms and conditions of the offer at the expense and risk of the Vendor and without prejudice to the Purchaser's right to claim compensation or damages. The receipt of goods may not be deemed to constitute acceptance.

Tacit or implied acceptance shall not be permissible. Furthermore, neither the taking possession of nor the making use of the goods or work, nor the absence of complaints for a certain period, nor full payment may be deemed as actions constituting tacit or implied acceptance.

9. PRICES

Unless otherwise agreed explicitly and in writing, the prices are deemed to be fixed prices that cannot be revised. Prices are deemed to include transport to the delivery address, goods clearance, as well as all levies, taxes, rights and all other general expenses. Only VAT or any other tax imposed in its place and applicable at the time of receipt shall be borne by the Purchaser.

10. INVOICES

The Vendor's invoices must quote the number and reference of the order form and must be sent to the Purchaser's company head office. Non-compliance with these instructions on the part of the Vendor shall result in the invoices being returned automatically. In such cases, the payment period shall commence at the time at which the documents referred to above reach the Purchaser at its company head office in duly completed form.

The Purchaser may at any time request that the Vendor's invoices will be provided electronically at a specified email address. In case of non-compliance of the electronic invoices, they will be returned electronically and the payment period will only commence as soon as the Purchaser has received electronically duly completed invoices.

11. PAYMENTS

Unless otherwise agreed explicitly and in writing, payments shall be made 60 days after the invoice is received, though in each case following full acceptance and approval of the invoice concerned. Claims by the Vendor against

the Purchaser may not be transferred. On no account shall invoices be paid in cash. The Purchaser shall be entitled to offset its debts against its claims vis-à-vis the Vendor.

12. GUARANTEE

Notwithstanding the application of Articles 1641, 1792 and 2270 of the Civil Code and unless otherwise agreed explicitly and in writing, the goods and work shall be guaranteed against all faults and defects for a period of two years commencing on the date of their being accepted. During such period, the Vendor undertakes to repair or replace, without any cost to the Purchaser and within the shortest time possible, the faulty or defective goods and work covered under such guarantee during said guarantee period. The Vendor shall compensate the Purchaser without delay for the loss or damage suffered by the Purchaser.

In the case of any refusal to repair or replace such faulty or defective items, in the case of inadequate repair or replacement of lack of performance or in the case of continuing faults, malfunctions or lack of performance, the Purchaser reserves the right to refuse the goods and work and cancel all or part of the order up to the time of expiry of the guarantee period.

Such decision shall constitute cause under law for the full repayment by the Vendor of all payments made in relation to the order or the parts of the same refused and to full compensation for all loss and damage, direct or indirect, incurred by the Purchaser through such cancellation. In the case of two consecutive faults or malfunctions of the same type, the Vendor shall replace these with a model that at least guarantees the same performance and whereby operational reliability and safety is compliant with the order.

13. LIABILITY – INSURANCE

The Vendor shall assume full liability in its capacity as a qualified specialist (the capacity determining its being selected) for the faultless execution of the order. The Vendor shall insure the Purchaser and indemnify the same against all consequences, including loss of earnings, financial expenses, etc., arising from faults or shortcomings on its part by virtue of lack of care, lack of foresight or forethought, or lack of diligence in or during execution of the order.

The Vendor bears the responsibility of taking all necessary precautionary measures to ensure the safety of its personnel, that of the Purchaser and third parties and/or for the protection of their goods. The Vendor shall comply with all regulations of the ARAB and underwrite all necessary insurances with renunciation of recourse vis-à-vis the Purchaser and its customer.

14. FORCE MAJEURE

Force majeure can be invoked by the Vendor subject to the incident occurring during the contractual execution period and the grounds for this being duly communicated by fax and registered letter within three working days of the occurrence and provided that the Vendor does everything to end the situation of force majeure as soon as possible. The end of such force majeure is to be notified accordingly in the same manner.

The following are deemed not to constitute force majeure:

- All interruptions caused by rainy periods or all weather conditions regarded as normal for the time of year in question
- Strikes or lock-outs in the Vendor's plants and/or those of its subcontractors.

15. ADVERTISING BAN

Making mention of the business relationship that exists between the Purchaser and the Vendor via printed matter or other methods of presentation for the purposes of advertising is forbidden, subject to the written and explicit consent of the Purchaser.

16. ETHICS – CORPORATE SOCIAL RESPONSABILITY (CSR)

The Vendor is expected to observe at all times the "OECD Guidelines for Multinational Enterprises" and understands the importance of the targets regarding the global business ethics, including the basic human rights of employees, protection of the environment and fair competition.

The Vendor pursues an environmental protection in all its activities and complies with all applicable laws, regulation and standards in order to protect the environment.

The Vendor respects at all times the ethics policy of the Purchaser, as published on its website (www.veolia.com).

All applicable safety and accident prevention regulations have to be strictly adhered to on the premises of the Purchaser.

The Vendor will not take actions or make any omissions that could lead to any criminal prosecution of the contractor. Furthermore, the Vendor complies with all applicable laws and regulations.

The Purchaser reserves the right to ask any documented evidence (procedure, certification, report, etc.) in order to evaluate Vendor's compliance with the requirements of Corporate Social Responsibility.

For any contract amounting to at least € 250,000, the Purchaser reserves the right to request a Corporate Social Responsibility evaluation delivered by any third party professional CSR organization. If a substantial infringement has been determined, this third party questionnaire shall be at the cost of the Vendor.

In case of an infringement by the Vendor of its obligations under this clause, for example illegal employment, fraud or breach of trust, crimes against fair competition or corruption, etc. the Purchaser shall have the right to suspend or terminate immediately all transactions and contracts with the Vendor without notice and free of any charge for the Purchaser and without prejudice to the right to compensation of the Purchaser.

17. CONFIDENTIALITY

The Vendor guarantees confidentiality towards third parties of all business information from the Purchaser which has come to or has been brought to its attention in any way. The Vendor undertakes, in the event of termination of the contractual relationship between Purchaser and Vendor, to return all confidential information promptly to the Purchaser. If the carrier of the confidential information is not physically transferable to the Purchaser, the Vendor will remove the confidential information or delete the confidential information from its files.

18. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Vendor warrants that the use, including resale, of the goods delivered by the Vendor, or the commodities, materials or equipment purchased or manufactured by or on behalf of the Vendor, shall not constitute an infringement of patent rights, trademark rights, design rights, copyrights or any other rights of third parties.

The Vendor shall indemnify the Purchaser for claims arising from any infringement of the rights referred to in the preceding paragraph and shall reimburse all damages resulting from any infringement to the Purchaser.

19. INFORMATION AND PROCESSING OF PERSONAL DATA

The information and personal data provided by the Vendor and/or Veolia are necessary for preparing and performing the contract, and they are used for the purpose of processing and completing orders and billing and all purposes that are reasonably compatible with these mentioned purposes, whereby Veolia and/or the Vendor acts respectively as personal data controller. The supplying of incorrect or false information or personal data by the Vendor is considered a breach of the General Terms and Conditions. The Vendor and Veolia will only process the personal data in accordance with the applicable legislation. If the Vendor shares personal data of Veolia with third parties, the Vendor must at least prior to the performance of the contract inform Veolia about the categories of third parties. The Vendor and Veolia will only share personal data with third parties that are outside the EUR 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 which will act as either personal data processor or personal data controller for the purposes that are compatible with the ones mentioned above. The personal data will not be stored by the Vendor and Veolia for longer than necessary to achieve the abovementioned purposes. The Vendor and Veolia have the right, as the case may be and to the extent in accordance with applicable legislation, to request the respective personal data controller 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. The Vendor informs Veolia prior to the performance of the contract about the practical modalities for exercising these rights, including the contact details of the person in charge of data protection, if applicable. The Vendor can request to exercise these rights by completing the contact form on www.veolia.be. For more information, the Vendor can write directly to dataprotection.be@veolia.com or dataprotection.lu@veolia.com. If necessary, the Vendor and Veolia can file a complaint with the competent Data Protection Authority (contact@apd-gba.be).

If the Vendor, while performing the order, processes personal data on behalf of Veolia and though acts as a personal data processor, then Annex 1 (conditions on the basis of which Personal Data can be processed by the Vendor) applies. In such scenario, Veolia acts as a personal data controller.

20. DISPUTES – COURT OF JURISDICTION – APPLICABLE LAW

Only those courts with jurisdiction for the area in which the Purchaser's company head office is located shall be exclusively authorized to deal with disputes regarding the interpretation of the terms and conditions of the order or the execution of the same insofar as no amicable settlement is possible. Belgian law shall apply with the exclusion of the uniform law concerning the international sale of movable and physical goods.