

## Milgro Belgium BV – General Terms and Conditions

### Article 1: General

1. These general terms and conditions apply to all tenders, offers and agreements between Milgro Belgium BV, having its registered office at Ottergemsesteenweg-Zuid 808, PO Box 189, 9000 Ghent, Belgium and company number 0792.954.313 (hereinafter referred to as '**Milgro**'), and the natural person or legal entity that concludes an agreement with Milgro or has received a quotation and/or offer for that purpose (hereinafter referred to as the '**Client**' and hereinafter referred to collectively as the '**Parties**') and insofar as these terms and conditions have not been expressly deviated from in writing in the quotation, offer or agreement.
2. These terms and conditions also apply regardless of whether the services are performed by Milgro itself or by third parties (hereinafter referred to as '**Subcontractors**').
3. The applicability of any general terms and conditions of the Client is expressly excluded.
4. If any provision (or part thereof) in these terms and conditions or in the tenders, offers and agreements with Milgro is void, invalid or unenforceable, the remaining provisions (or parts thereof) will remain in full force. Where applicable, the void, invalid or unenforceable provision (or part thereof) will be replaced by operation of law by the lawful, valid and enforceable provision that most closely approximates the original provision (or part thereof) in terms of its content, scope and intent.
5. If any provision (or part thereof) in these terms and conditions or in the tenders, offers and agreements with Milgro is voidable, the invalidation can only result from a court decision recognising the existence of the ground for annulment or from a document signed by both Parties. Unless expressly stipulated otherwise in these terms and conditions, neither Party is entitled to unilaterally declare these terms and conditions (or one or more provisions or part thereof) invalid in whole or in part.
6. If Milgro does not respond or does not expressly invoke these terms and conditions, this cannot be interpreted as Milgro waiving its right to invoke these terms and conditions at a later time.
7. No rights can ever be derived from verbal undertakings, offers or agreements unless they have been confirmed by Milgro in writing. Milgro is not obliged to cooperate with oral undertakings, offers or agreements insofar as they have not been confirmed in writing.
8. Advanced electronic signatures within the meaning and in accordance with the requirements of EU Regulation 910/2014 represent original signatures, and have the same legal consequences as handwritten signatures.

### Article 2: Tenders and offers

1. Tenders by Milgro are valid for one month from the date of the tender, unless a different period is stated in the tender. If Milgro does not receive a confirmation from the Client within one month, or within the period stated in the offer, Milgro has the right to consider the offer as not accepted and to refuse any later acceptance.
2. Milgro is not bound by tenders or offers if the Client understands or reasonably should have understood that the tender or offer, or part thereof, contains an obvious mistake or clerical error.

3. The amounts stated in the tender or offer are exclusive of VAT and other government levies, and also exclusive of costs to be incurred for the implementation of the agreement, including but not restricted to travel, accommodation, meal and administration costs, unless explicitly stated otherwise.
4. If the acceptance, whether or not on subordinate points, deviates from the offer, Milgro is not bound by the deviations. The agreement will then not be established in accordance with this deviating acceptance, unless Milgro has expressly stated otherwise in writing.
5. A composite quotation does not oblige Milgro to perform a part of the assignment for a corresponding part of the stated price.
6. The content of tenders and offers does not automatically apply to future orders.

### **Article 3: Duration of the agreement, implementation periods, transfer of risk, implementation and amendment of the agreement, price increase**

1. The agreement between Milgro and the Client is entered into for a limited period, unless expressly stated otherwise. The duration of the agreement will be explicitly stated in the agreement. Unless stated otherwise in the agreement, the agreement will be automatically extended consecutively for a period of one year, unless terminated in writing by a party at least six (6) months prior to the extension.
2. If a period is agreed for the performance of a service, this is purely indicative. If Milgro exceeds the agreed period, the Client is obliged to notify Milgro in writing of its default and offer Milgro a reasonable period to nevertheless fulfil its obligations.
3. Milgro will implement the agreement to the best of its knowledge and ability, in accordance with the requirements of good workmanship.
4. Unless expressly agreed otherwise in writing, Milgro has an obligation of effort and not an obligation of result.
5. If goods are delivered to the Client on Milgro's instructions, the Client is obliged to take delivery of these goods at the time when they are made available to it. If the Client does not accept the goods or fails to give proper instructions for the delivery of the goods to be delivered, the goods to be delivered will be transported and stored at a location to be determined by Milgro at the Client's expense and risk. In that event, the risk of loss, damage and depreciation is transferred to the Client at the time when the goods are made available to the Client.
6. Milgro is entitled to implement the agreement in stages and to invoice each stage separately.
7. If Milgro chooses to implement the agreement in stages, Milgro is entitled to suspend implementation of a subsequent stage until the Client has approved the work relating to the previous stage in writing, and paid for this work, and this approval and payment have reached Milgro.
8. The Client will provide Milgro with all information that it knows or reasonably should have known is necessary or useful for the implementation of the agreement. Milgro is never liable for damage caused because it has used incomplete and/or incorrect information, or because it has not received the information from the Client in good time. If Milgro considers information necessary or useful and it has made this known to the Client, Milgro is authorised to suspend the implementation of the agreement until the necessary or useful information has reached Milgro.
9. If for a proper implementation of the agreement it appears that it must be amended or supplemented in the interim period, Milgro and the Client will draw up an amendment and/or supplement in mutual consultation. Both Parties must then agree to this amendment and/or addition in writing. Neither Party has the right to unilaterally amend the agreement.
10. If an amendment and/or supplement as referred to in the previous section is entered into and this amendment and/or supplement relates to the nature, scope or content of the agreement, and a qualitative and/or quantitative change takes place as a result, this may have consequences for what was originally agreed. As a result of the amendment, the originally agreed deadline and/or price may be changed. The Client accepts the possibility of an amendment, including a change in price and delivery date.

11. If the agreement is amended or supplemented, Milgro is only obliged to implement this after it has been approved by an official authorised within Milgro and the Client has expressly agreed to the amendment or supplement. Failure to implement amendments or additions immediately does not constitute a default on the part of Milgro.
12. Without thereby being in default, Milgro may refuse a request to amend or supplement the agreement made by the Client.
13. If the Client is in default with regard to the obligations accruing to it on the basis of the agreement, then the Client is liable for all damage, in both the direct and indirect sense, as well as for consequential damage incurred by Milgro as a result of its failure to comply in a proper manner.
14. The Client is not entitled to transfer all or part of the rights and obligations arising from the agreement, or to cede or pledge claims against Milgro, unless Milgro has given its express prior written permission for this.

#### Article 4: Deployment of Subcontractors

1. Milgro may deploy Subcontractors for the implementation of the agreement.
2. When selecting Subcontractors, Milgro will first attempt to continue the services of the service providers already engaged by the Client at that time, insofar as contractual provisions do not prevent this. Milgro is however not obliged to undertake such continued deployment of existing service providers.
3. Milgro will inform the Client of the identity of the Subcontractor as well as the nature of the work that the Subcontractor will perform on the Client's premises.
4. If the Client has any complaints in connection with the Subcontractor or its work, it will notify Milgro of them in writing without delay, but no later than 3 (three) working days, being weekdays on Mondays to Fridays from 8:30 to 17:00 excluding public holidays recognised in Belgium (hereinafter referred to as '**Working Days**') after the occurrence or establishment of the complaint. Milgro will deal with such complaints within a reasonable time, and submit them to the relevant Subcontractor or Subcontractors.
5. If the Client objects to the use of a Subcontractor, it must notify Milgro of this in writing without delay, but no later than 3 (three) Working Days after receipt of notification by Milgro, stating its reasons. Milgro will consider the Client's objections and will also inform the Client in writing of the consequences that rejecting a Subcontractor may bring about.
6. If a Subcontractor performs work on the Client's premises, the Subcontractor is obliged to comply with the rules and regulations that the Client has declared applicable on its premises.
7. The Client will, at the first request of Milgro or the Subcontractor, provide all support that is necessary or desirable within the context of the work. The Client will do so to the best of its knowledge and ability.
8. If Milgro deploys another Subcontractor because of a request to do so by the Client, and the objectives formulated in the agreement are not achieved because another Subcontractor has been deployed at the Client's request, Milgro will not be liable for this and the Parties will act as if the objective had been achieved.
9. The Client is not permitted to use service providers of its own accord for work that the Client has outsourced to Milgro.
10. Subcontractors are themselves responsible at all times for providing and using or wearing safety equipment if required on the Client's premises, including but not restricted to protective clothing, an approved hard hat and safety shoes. The Client will inform the personnel of Subcontractors about the safety equipment they are required to use.

#### Article 5: Suspension, dissolution and premature termination of the Agreement

1. Milgro is entitled to suspend the fulfilment of its obligations if:
2. the Client does not fulfil its obligations under the agreement, or fulfil them in full or in good time;
3. after concluding the agreement, Milgro learns of circumstances that give good reason to fear that the Client will not comply with the obligations;

4. the Client was requested to provide security for the fulfilment of its obligations under the agreement when the agreement was concluded, and this security was not provided or was insufficient.
5. If due to incomplete or non-timely performance on the part of the Client Milgro can no longer be required to fulfil the agreement under the originally agreed terms and conditions, Milgro is entitled to dissolve the agreement without notice of default.
6. Furthermore, Milgro is authorised to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible, or if other circumstances arise of such a nature that unaltered maintenance of the agreement cannot reasonably be required of Milgro.
7. If the agreement is dissolved, Milgro's claims against the Client will be immediately due and payable. If Milgro suspends the fulfilment of its obligations, it retains its claims according to the law and the agreement.
8. If Milgro suspends or dissolves the agreement, it is in no way liable to pay compensation for damage and costs incurred on the part of the Client as a result of the implementation, suspension or dissolution of the agreement.
9. If Milgro suspends or terminates the agreement on grounds attributable to the Client, the Client is obliged to compensate all damage, both direct and indirect, as well as to reimburse the costs incurred on the part of Milgro as a result of the suspension or termination, including but not restricted to the costs of judicial and extrajudicial actions and legal assistance.
10. If the Client fails to comply with its obligations under the agreement, and this non-compliance justifies dissolution, Milgro is entitled to dissolve the agreement forthwith and with immediate effect, without any obligation on its part to pay any damages or compensation, while the Client is obliged to pay damages or compensation due to breach of contract.
11. If the agreement is terminated on any grounds whatsoever, unless the termination is attributable to the Client, Milgro will, in consultation with the Client, ensure the transfer of work still to be performed to third parties. If the transfer of the work involves additional costs for Milgro, these will be charged to the Client. The Client is obliged to pay these costs within the period stipulated for that purpose, unless Milgro indicates otherwise.
12. In the event of liquidation, suspension of payment or bankruptcy, or an application therefor, seizure – if and insofar as the seizure has not been lifted within three months – at the Client's expense or any other circumstance due to which the Client can no longer freely dispose of its assets, Milgro is free to terminate the agreement forthwith and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. In that case, Milgro's claims against the Client will be immediately due and payable.
13. If the Client fully or partially cancels a placed order, the goods ordered or prepared for it, with the addition of any supply, removal and delivery costs thereof and the working time of both Milgro and Subcontractors reserved for the implementation of the assignment, including lost profit, will be charged to the Client in full.

#### Article 6: Force majeure

1. Milgro is not obliged to fulfil any obligation towards the Client if it is prevented from doing so as a result of a circumstance beyond its control.
2. In these general terms and conditions, force majeure means, besides what is understood in this respect in the law and jurisprudence, all causes, foreseen or unforeseen, upon which Milgro cannot exert any influence but which prevent Milgro from fulfilling its obligations, including but not restricted to war, riots, military conflicts, cyber attacks, fire and flooding, natural disasters, epidemics, government measures or strikes in the company of Milgro, of Subcontractors or of other third parties involved in the implementation of the agreement in any way. Milgro is also entitled to invoke force majeure if the circumstance preventing fulfilment, or further fulfilment, of the agreement occurs after Milgro should have fulfilled its commitment.
3. Milgro may suspend its obligations under the agreement during the period in which the force majeure continues. If this period lasts for longer than two calendar months, each of the Parties is entitled to dissolve the agreement, without any obligation to compensate the other Party for damage.

4. If and insofar as Milgro has already partially fulfilled or will be able to fulfil its obligations under the agreement at the time when force majeure arises, and independent value can be attributed to the part already fulfilled or to the part to be fulfilled respectively, Milgro is entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Client is obliged to pay this invoice as if there had been a separate agreement.

#### Article 7: Payment and collection costs

1. Unless otherwise agreed, payment must be made within thirty days of the invoice date in a manner to be indicated by Milgro, in the currency in which has been invoiced, unless stated otherwise in writing by Milgro. Milgro is entitled to invoice periodically.
2. If the Client fails to pay an invoice in good time, it is liable by operation of law and without notice of default to pay default interest at a rate of one percent per month, whereby a part of a month counts as a whole month, unless the legal interest rate under the Act of 2 August 2002 on combating late payment in commercial transactions is higher, in which case the legal interest rate is payable. The interest on the amount due will be calculated from the time when the Client is in default until the time of full payment of the amount due. In addition, the Client is liable to pay a fixed compensation of [10]% of the payable amount, with a minimum of €[AMOUNT], unless Milgro can demonstrate that the actual costs incurred are higher.
3. Milgro shall be entitled to have the payments made by the Client serve in the first place to reduce the judicial and extrajudicial costs, then to reduce the interest that has become due and finally to reduce the principal sum and the current interest.
4. Milgro may, without thereby being in default, refuse an offer of payment if the Client stipulates a different order for allocating payment. Milgro may refuse full repayment of the principal sum if this does not also include the accrued and current interest and collection costs.
5. The Client is never entitled to offset the amount owed by it to Milgro.
6. Objections to the amount of an invoice do not suspend the payment obligation.
7. If the Client receives a payment for its waste materials, this payment will be deducted from the charged costs. If the compensation exceeds the costs, Milgro will transfer the compensation after deducting costs to a bank account designated by the Client within forty-five days.
8. The Client is not permitted to make cash payments. Milgro is entitled to refuse these. A refused cash payment does not suspend the Client's payment obligation.

#### Article 8: Purchase and/or lease of movable property

1. If goods must be purchased or leased for the implementation of the agreement, Milgro will provide the Client with a quotation for this. The quotation will be requested by Milgro from one or more of its group companies or subsidiary companies. Milgro is not obliged to request a quotation from other parties.
2. Neither Milgro nor one or more of its group or subsidiary companies is obliged to perform any act in respect of goods not purchased or leased from Milgro or the relevant group company or subsidiary company, except for those acts arising from the agreement.
3. In all cases where movable property is purchased or leased, a separate purchase or lease agreement will be entered into between the Client and Milgro or one or more of its group companies or subsidiary companies.

#### Article 9: Examination and protests, limitation period

1. The Client is obliged to examine the delivered goods, or have them examined, immediately at the time when the goods are made available to it or the relevant work has been carried out, respectively. In doing so, the Client must examine whether the quality and/or quantity of the goods delivered corresponds to that which has been agreed and meets the requirements agreed between the Parties in this respect. Any visible defects must be reported to Milgro within one Working Day of the provision of the service. Any non-visible defects

must be reported to Milgro in writing immediately, but in any case within five Working Days of their discovery at the latest. The notification must include as detailed a description of the defect as possible, so that Milgro is able to respond appropriately. The Client must give Milgro the opportunity to investigate a complaint, or to have it investigated.

2. If the Client protests in a timely manner, this does not suspend its payment obligation. In that event, the Client also remains under obligation to purchase and pay for the other services ordered.
3. If a defect in the service is reported to Milgro later than the time limits specified in paragraph 1, then the costs of repair will be borne by the Client.
4. If it is established that a service is defective and a timely protest has been made in this respect, Milgro will rectify the defective service within a reasonable period of time after receipt of the notification, or ensure that the ordered service is nevertheless performed.
5. If it is established that a complaint is unfounded, then the resulting costs, including investigation costs on the part of Milgro, will be borne by the Client in full.
6. Milgro will not charge for the handling of well-founded complaints.
7. In deviation from the statutory limitation periods, the limitation period of all claims against Milgro and Subcontractors is one year.

#### Article 10: Liability

1. If Milgro is liable in any way, this liability is limited to what is regulated in this provision within the limits of the applicable legislation.
2. Milgro is not liable for damage, of whatever nature, that has arisen because Milgro has relied on incorrect and/or incomplete data provided by or on behalf of the Client.
3. If Milgro is liable for any damage, Milgro's liability is limited to the amount paid out by Milgro's insurer.
4. Milgro is exclusively liable for direct damage.
5. Direct damage is exclusively understood to mean the reasonable costs incurred to establish the cause and extent of the damage, insofar as the establishment relates to damage within the meaning of these terms and conditions, and any reasonable costs incurred in order to have Milgro's inadequate performance meet the agreement, if and insofar as this can be attributed to Milgro, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
6. Milgro is never liable for indirect damage, including consequential damage, lost profits, downtime damage, environmental damage, reputational damage, damage to goodwill or missed business opportunities.
7. The limitations of liability stated in this article do not apply if the damage is due to wilful misconduct or gross negligence on the part of Milgro or Subcontractors.

#### Article 11: Ownership of waste materials

1. When the Client deposits waste materials in a collection module intended for the waste materials in question and operated by Milgro (hereinafter referred to as a '**Collection Module**'), ownership of the waste materials passes to Milgro.
2. The Client is not permitted to have the contents of the Collection Modules transported, processed or reworked by parties other than Milgro and its subcontractors without Milgro's prior written permission.
3. The Client is obliged to look after the Collection Modules as would a normal and reasonable person and to keep them (or have them kept) in good condition until they are collected by Milgro.

#### Article 12: Indemnity

1. The Client indemnifies Milgro against any claims by third parties (including Subcontractors) that suffer damage in connection with the implementation of the agreement, the cause of which is attributable to others than Milgro or Subcontractors.
2. If Milgro is held liable by third parties for that reason, the Client is obliged to assist Milgro both extrajudicially and judicially, and immediately do all that may be expected of it in that event. If the Client fails to take adequate measures, Milgro is entitled to do so itself without notice of default being required. All costs and damages incurred on the part of Milgro and third parties as a result will be entirely at the Client's expense and risk.

### Article 13: Intellectual property rights

1. All intellectual property rights, including but not restricted to copyright and database rights, in respect of Collection Modules and the associated methods and systems provided by Milgro, will revert to Milgro.
2. The Client is not permitted to remove or alter any designation of trademarks, trade name or other rights from or of Milgro's Collection Modules or materials.
3. If the implementation of the agreement requires the use of any intellectual property right of third parties, this right lapses to the respective right-holder.
4. In the event of infringement of the intellectual property right of Milgro, the Client is liable to pay compensation of €35,000 (thirty-five thousand euros) per occurrence, as well as compensation of €2,000 (two thousand euros) per day that the occurrence continues. The compensation is immediately due and payable, and does not limit Milgro's right to compensation or indemnification if the actual damages suffered were to be higher.

### Article 14: Personal data

1. If Milgro processes personal data, Milgro will process this data in accordance with Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data (GDPR) and the relevant national legislation (such as, but not restricted to, the Belgian Law of 30 July 2018 on the protection of natural persons in respect of the processing of personal data). For more information, see Milgro's Privacy Policy: <https://www.milgro.eu/hubfs/pdf-downloads/privacy-verklaring-milgro.pdf?hsLang=nl>.

### Article 15: Applicable law and court of competent jurisdiction

1. These terms and conditions are exclusively governed by the laws of Belgium, even if the contract is implemented in whole or in part outside of Belgium. The applicability of the Vienna Sales Convention is excluded.
2. If the Parties become involved in a dispute and cannot reach a mutually agreed resolution in connection with the dispute, each of the Parties is entitled to have the dispute settled by the courts of Ghent.
3. In the event of the translation of these general terms and conditions, the Dutch version will always determine its interpretation.
4. Milgro is authorised to amend, abridge and/or supplement these general terms and conditions (in the interim period) and will inform the Client of this.

### Article 16: Amendment of the terms and conditions

1. Milgro is authorised to amend, abridge and/or supplement these general terms and conditions (in the interim period) and will inform the Client of this.



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2. If the Client does not agree to the amended terms and conditions, both Parties will enter into consultation in order to resolve the Client's objection. If this proves impossible, the agreement will be deemed to have been terminated with three months' notice, starting from the day on which the negotiations have broken down. Milgro will notify the Client of this in writing.

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