

## GENERAL TERMS AND CONDITIONS OF VANHEEDE ENVIRONMENT GROUP, TREATMENT COMPANIES

### IN GENERAL

Art. 1 These general terms and conditions apply to the pre-treatment and treatment activities of the companies forming part of the Vanheede Environment Group, namely NV Vanheede Landfill Solutions, NV Vanheede Alternative Fuels, NV Vanheede Plastic Recovery, BV Vanheede Polymers & Compounds and NV Vanheede Biomass Solutions, hereinafter referred to as 'the processor'. Any general or special terms and conditions that the customer, hereinafter referred to as 'the principal', may employ shall not apply unless expressly accepted in writing by the processor.

### QUOTATIONS

Art. 2 Each quotation is valid for only 1 month from the date stated thereon, unless a different period is specified in the quotation.

### PRICES

Art. 3 The prices quoted are exclusive of VAT and are determined considering the conditions and circumstances prevailing on the date of the quotation. This price may be revised:

- In the event of a change to one or more factors determining the price, through no fault of the processor, such as changes to applicable laws and regulations, market or specific circumstances including, but not limited to, supply quotas, transport indices, acceptance criteria, availability criteria, pre-treatment processes, temporary or permanent closure of processing facilities, price increases by suppliers, taxes and environmental levies (non-exhaustive list).

- In the event that the waste cannot be processed as provided for in the agreement.

Art. 4 If the agreement is returned unsigned, unit prices (excluding levies) will be increased by ten per cent on the invoice.

Art. 5 The processor may at any time amend or supplement its requirements regarding the composition and/or processing conditions of the waste if the obligations, standards or permit conditions imposed on it by the authorities are amended, regardless of whether such changes involve the imposition of new processing techniques, or if, as a result of new insights into processing techniques or the applications of its existing facilities, the requirements it imposes prove insufficient to ensure the safe and adequate processing of the waste.

The processor shall notify the principal of such changes so that the contractual terms, including the price, may be adjusted by mutual agreement. Such changes shall in no circumstances give rise to a right to compensation at the expense of the processor.

Art. 6 If no price has been agreed, the customary prices applicable at the time of performance by the processor shall apply. By placing an order, the principal acknowledges that he is aware of these prices.

Art. 7 The levies imposed by the legislator on the acquisition, supply, processing and disposal of waste materials shall be borne in full by the principal. The processor reserves the right to amend the charges invoiced to the principal, possibly with retroactive effect, if the applicable tax rates and/or the legal framework are amended by operation of law, whether or not with retroactive effect.

If the principal does not agree with the levies charged, he may only lodge an objection with the competent public authority without being able to withhold payment of the levy in behalf of the processor. For any deviation approved by the competent authority, the principal must provide the processor with a written confirmation.

Art. 8 The processor shall issue a detailed monthly invoice for the tonnages delivered.

If the tonnages delivered deviate by more than 20 per cent on an annual basis from the quantities stated in the agreement, the processor may claim compensation from the principal calculated according to the formula:  $0.85(R - h_x) \times P_x$

R: reference quantity or quota (tonnes)

$h_x$ : actual quantity in tonnes

$P_x$ : processing price (excl. environmental levy)

Art. 8.1 A contribution, referred to as the "Environmental Contribution", shall be automatically charged to the principal. This contribution is calculated on the basis of the invoiced services and serves to cover the costs associated with the compliant acceptance, processing, recycling and/or disposal of waste materials.

### DELIVERY

Art. 9 Waste materials may only be delivered after the preparation of an acceptance dossier (or basic characterisation) and a corresponding agreement.

Art. 10 The principal is responsible for transport to the unloading point designated by the processor. The principal bears all costs and liability in this regard. The principal, his carrier, any third party acting on his behalf, or his employees enter the processor's site at their own risk. The processor waives all liability for damage to persons or property caused on his premises.

The principal undertakes to ensure that transport to the unloading point is carried out in accordance with the applicable legal and regulatory provisions governing the waste stream delivered and that, once on the processor's site, all the processor's guidelines will be followed by the principal, his employees, his carrier or any third party delivering waste on his behalf. The processor is entitled to refuse access to the site if the loads presented do not comply with the legal regulations or if the processor's guidelines are not observed. The waste must be delivered in packaging that is safe for transport, in accordance with Belgian (regional and federal), European and international legislation and standards. During the transport and unloading of the waste materials, no polymerised, gaseous, explosive or other hazardous by-products may be produced. The principal is liable for any damage caused by his employees or his carrier on the processor's site.

Art. 11 The waste materials shall be weighed by the processor on a calibrated weighbridge. Only the weight recorded by the processor shall be decisive for invoicing.

Art. 12 The principal shall comply with the place and time of delivery agreed with the processor. The processor shall be entitled, should organisational problems occur, to change this time without being liable for any compensation and/or the principal being able to invoke this as grounds for termination of the contract. In such a situation, the parties shall agree on a new time schedule or seek an alternative solution. Waiting times at the processor's premises shall not entitle the principal to compensation.

### ACCEPTANCE

Art. 13 The waste delivered may only be accepted upon presentation of a correctly completed and signed identification form. This identification form may be replaced by a consignment note provided it contains the same information as legally required for an identification form. In addition, a registration form bearing the relevant contract number must also be presented upon delivery. The waste must originate from the company stated on the identification form. The waste delivered must correspond to the details in the acceptance dossier or the acceptance conditions formulated by the processor.

Art. 14 The principal shall provide the processor with a description of the waste, including its nature, composition and (estimated) quantity. The principal shall provide a representative sample of the waste, unless otherwise agreed in writing. The principal undertakes to provide additional information regarding the waste at the processor's first request. The waste must comply with what was agreed in the contract.

Art. 15 If the waste delivered does not comply, the processor has the choice:

- to refuse the waste. The principal is responsible for removing the waste from the processor's site. If the principal fails to do so within 24 hours, the processor is entitled to remove the waste and transport it to another processor at the principal's expense. In the event of refusal, the processor may be obliged to report this to the supervisory authority.

- to accept the waste and to remove any disruptive elements at the principal's expense.

- to accept the waste and to process it in full, but in a different manner, or through a third party. In all cases, all costs incurred as a result and any other disadvantages suffered shall be borne by the principal. In this case, the processor will draw up a non-conformity certificate. The principal accepts that the processor may prove the non-conformity by means of photographs.

### PROCESSING OF WASTE

Art. 16 The processor shall process the waste materials delivered that can be accepted in a lawful manner, or have them processed by third parties. A certificate shall be provided to the principal at least once a year.

Art. 17 In view of the processor's liability regarding compliance with all obligations imposed upon him (statutorily and under its licences), and with regard to the safe operation of its facilities, the principal agrees

that the processor reserves the right to take samples of the waste and have them analysed by an accredited laboratory of the processor's choice in order to verify the conformity of the waste with the details stated on the identification form, both upon delivery and after acceptance and unloading of the waste materials. At least one sample shall be retained for the purposes of any comparative analysis and any inspection in accordance with the Royal Decree on toxic waste, as amended by the Decree of the Flemish Government of 24 May 1995 containing provisions on hazardous waste.

The principal also agrees that – should the processor determine that the waste delivered or deposited does not correspond to the details stated on the identification form and/or consignment note – :

- the costs incurred in this regard by the processor or by third parties shall be borne by the principal.

- the waste shall be removed by the principal at the processor's first request; failing this, the removal shall be carried out by the processor or a carrier appointed by the processor, and all costs arising therefrom shall be borne by the principal.

The aforementioned costs include, amongst other things:

- analysis costs: payable regardless of the analysis result, if the waste delivered does not correspond to the details stated on the identification form and/or consignment note;

- disposal costs: payable where the analysis shows that the waste delivered is non-compliant and/or hazardous and the processor has proceeded with the official disposal in accordance with point B above.

### DURATION OF THE AGREEMENT

Art. 18 The duration of the agreement is set out in the special terms and conditions of the contract. The absence of a written agreement is deemed to constitute a de facto agreement for a period of one year, commencing on the date on which waste is first delivered.

Art. 19 Upon expiry of the agreement, it shall be tacitly renewed for a period of one year, unless terminated by either party at least three months prior to the expiry of the current period.

Art. 20 In the event of early termination of the agreement by or at the expense of the principal, the latter shall be liable to pay lump-sum compensation equal to three times the average monthly turnover multiplied by the number of years remaining on the contract, the average monthly turnover being calculated on the basis of the turnover achieved over the last twelve months preceding the termination or being equal to the average monthly turnover achieved, if the contract has been in force for less than twelve months. Any year that has commenced shall be counted as a full year.

Art. 21 In the event that the principal transfers his business/operation, the contract shall be automatically continued by the transferee on the same terms and conditions. It is the principal's responsibility to inform the new owner/transferee. The processor shall, however, have the right to terminate the agreement within one month of the processor becoming aware of the identity of the transferee. Such termination shall in no circumstances give rise to any liability for damages at the expense of the processor.

### SUSPENSION OF THE AGREEMENT

Art. 22 The principal agrees that if the processor determines that hazardous waste has been delivered and/or dumped, the contract with the principal may be suspended immediately for a period of one month in the event of a first such finding and for a period of three months in the event of a second such finding, without this giving rise to any right to compensation. In the event of a third breach involving the delivery of hazardous waste, access to the site will be denied for an indefinite period.

Art. 23 The principal shall be liable for any damage suffered by the processor, his employees or third parties as a result of a deviation from the composition, nature, packaging or other essential characteristics of the waste as described in the contract.

If the processor is held liable by third parties, including third parties to whom the waste is sent directly for processing, for damage resulting from the causes mentioned in the preceding paragraph, the principal shall indemnify the processor in this regard.

The principal and the processor are each responsible for the strict compliance with the legal provisions applicable to them.

Art. 24 The processor may terminate or suspend the agreement without any notice period and without being liable for any compensation if:

- the principal fails to fulfil all obligations incumbent upon them under this agreement, and this within eight days of prior notice of default;

- there are serious indications casting doubt on the principal's creditworthiness, such as bankruptcy, the filing for a judicial composition, seizures of the principal's assets, and also in the event of liquidation;

- where the principal is subject to burdensome and/or urgent measures imposed by the authorities as a result of alleged irregularities; in such cases, all invoices not yet due at that time shall become immediately payable.

Art. 25 If the processing plant becomes temporarily or permanently unavailable (e.g. due to disasters or serious operational difficulties, or force majeure, etc.) or if problems arise regarding the sale of the processed product, the processor may temporarily suspend the delivery of waste materials without this giving rise to any claim for compensation. The principal shall be notified hereof as soon as possible. The processor shall immediately seek an alternative, equivalent and acceptable solution to ensure the continuity of his services. If no acceptable solution can be found within fourteen days of the unavailability, the principal may, during the period of temporary unavailability, dispose of the waste at another destination.

### TERMS OF PAYMENT

Art. 26 All invoices are payable net cash, without discount, all costs being borne by the principal, at the processor's registered office, unless expressly agreed otherwise in writing.

Art. 27 The processor reserves the right to demand cash payment on delivery if outstanding invoices remain unpaid on the due date.

Art. 28 Any complaint regarding the invoiced services must be substantiated and brought to our attention by registered letter within eight days of receipt of the invoice. After this period, the invoice shall be deemed to have been irrevocably accepted by the principal by operation of law and complaints shall be rejected. Complaints submitted by the principal shall in no way suspend his payment obligations.

If an invoice needs to be reissued retrospectively due to an administrative change at the request of the customer/principal themselves (e.g. a different address or VAT number to that stated in the agreement), the administrative costs, amounting to €25, shall be borne by the customer/principal.

Art. 29 Failure to pay all or part of an invoice by the due date shall, by operation of law and without any notice of default being required, give rise to default interest of twelve per cent per annum, calculated as from the due date. In the event of non-payment on the due date of the invoice, the amount due shall, by operation of law and without notice of default, be increased by a fixed compensation for all extrajudicial damages amounting to ten per cent of the invoice amount, including VAT, with a minimum of €90 and a maximum of €2,000. Failure to pay an invoice on the due date shall render all sums due immediately payable, regardless of any previously agreed payment terms. Furthermore, the processor reserves the right to suspend all further services and/or deliveries, in whole or in part, without prior notice of default. In the latter case, however, the principal remains contractually bound.

### RETENTION OF TITLE

Art. 30 The waste remains the property of the principal or the supplier until such time as it can no longer be distinguished from other waste.

### JURISDICTION – DISPUTES

Art. 31 The invalidity, nullity or unenforceability of one or more provisions of the agreement shall not affect the validity of the remaining provisions. The parties shall, in good faith, draw up new provisions that correspond as closely as possible to the invalid provisions.

Art. 32 In the event of a dispute, only the courts of the judicial district in which the processor's registered office is established shall have jurisdiction. Belgian law shall apply exclusively.

*De algemene voorwaarden zijn op eenvoudige vraag verkrijgbaar in het Nederlands. Conditions générales en français sur simple demande.*

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