

ARPADIS BENELUX NV (BELGIUM) - GENERAL TERMS AND CONDITIONS OF SALE**1. General Provisions**

- 1.1. Unless agreed otherwise between the parties in writing, these general terms and conditions of sale (further referred to as: the "Terms and Conditions") shall apply to all current and future orders of the Purchaser from Arpadis Benelux NV (public limited liability company Arpadis Benelux) (further referred to as: the "Seller") and to all sales agreements of the Seller, including all additional services.
- 1.2. The Purchaser shall be deemed to be aware of these terms of conditions and to accept them. Each order, of any form, shall imply legally recognised confirmation of the Purchaser's inspection and acceptance of them.
- 1.3. If contradictions or differences of interpretation exist between the different language versions of these Terms and Conditions, the Dutch-language version of the Terms and Conditions shall prevail.

2. Orders

- 2.1. Orders shall only be binding for the Seller once he has confirmed them in writing.
- 2.2. Any changes which the Purchaser makes to his order form or to the Seller's offer shall only apply, provided they are accepted and confirmed in writing by the Seller.

3. Periods

- 3.1. Unless stipulated otherwise, the periods foreseen for deliveries or for additional services are only provided by way of indication. Delay in delivery can never constitute grounds for cancellation of the order or the agreement by the Purchaser, or for the payment of any compensation.
- 3.2. If a delivery period is binding, it must be clearly mentioned as such, and accepted, on the order form or in the agreement.
Even in that case, the Seller shall not be bound in the following circumstances:
 - in the cases of force majeure;
 - if the Purchaser fails to respect the payment terms;
 - if the Purchaser makes changes to the Purchaser's order;
 - if the Purchaser fails to provide the Seller the information requested, within the set period.

4. Deliveries – Transportation

- 4.1. Unless stipulated otherwise, goods shall be deemed to be delivered from the time of their being made available to the Purchaser, or to the designated transporter, at the place indicated by the Seller. The Purchaser shall thereafter bear the risks linked to transportation and to the goods, as soon as he takes possession of them, or, failing this, directly they are made available to him. If the Purchaser indicates a different delivery place, removal and - where the case arises - storage of the goods shall be performed at his responsibility and at his cost. The Seller bears no liability for the loading and discharge of goods, nor for transportation of them.
- 4.2. The Seller reserves the right to refuse to sell his goods, depending on the availability and sufficient quantity of his stock, or for any other lawful reason; and he has the right to perform partial deliveries.
- 4.3. If the goods form the subject of several deliveries, each partial delivery shall be regarded as constituting a separate sale. In the event of shortcomings of the Seller relating to one (or more) partial delivery(ies), the Purchaser shall not be permitted to cancel the order or prematurely terminate the agreement relating to the other part deliveries.
- 4.4. Discrepancies of a maximum of 10% compared to the volumes of goods foreseen in the order or agreement, cannot be regarded as a failure of the Seller to respect the agreement. In such case, the full purchase price owed by the Purchaser shall be proportionately adjusted, at the same price to volume ratio as indicated on the order form or in the agreement.
- 4.5. The Purchaser must retain all documents which permit identification of the goods, such as, amongst others, the freight documents accompanying the goods; and he must present these documents directly at the request of the Seller.
- 4.6. Although the Seller will do his utmost to ensure that deliveries are on time, due to worldwide interruptions of the supply chain and driver shortages, he cannot guarantee the delivery times indicated. Nor can the seller be held liable for any cancellations or delays that occur, or for the costs arising for the Seller from these, insofar as they were caused by and/or attributable to third-party transportation and freight companies.

5. Lien Clause

- 5.1. Without prejudice to the transfer of risk to the Purchaser, directly the goods are made available by the Seller to the Purchaser or to the designated transporter, the delivered goods shall remain the property of the Seller until full payment of the price, including any interest on the arrears and possible costs. If the price is not paid on the due date, the Seller shall have the right to take back the goods at the cost of the Purchaser, without prior notification of default.

- 5.2. The Purchaser shall be forbidden to combine, process, sell, transfer, pledge or encumber with rights in rem the goods forming the subject of the order or the agreement or, more generally, alienate them, until full payment of the price and costs incurred.
- 5.3. The Purchaser undertakes to store the goods at his cost, at one single place made known to the Seller, preserved in their original packaging, so that at all times they may be individualised and identified as being the property of the Seller (by applying a label or other identifying indication), until full payment of the price. If necessary, the Purchaser undertakes to notify the third parties and in particular the owner of the warehouse(s) that the goods remain the property of the Seller.
- 5.4. However, the Purchaser shall remain solely liable in the event of loss, - even as a result of accident or force majeure -, of any goods sold and delivered but not yet paid for (in full).
- 5.5. The Purchaser undertakes to notify the Seller immediately of any seizure for security or execution, or other means of enforcement imposed by a third party on any goods sold of which the price has not been paid in full.

6. Price and Payment

- 6.1. The purchase price and the payment terms are those mentioned on the order or in the agreement. The Purchaser shall pay all taxes, levies or duty imposed on the Products by any authority. The Seller reserves the right to demand supplementary guarantees of payment - of his own choosing -, from the Purchaser, amongst others, payment by bill of exchange, the handing-over of a bank cheque, or the provision of a bank guarantee.
- 6.2. Invoices must be paid in Euros, excluding VAT, duty, levies, contributions, taxes, import supplements, demurrage or waiting charges, and other supplements which are the responsibility of the Purchaser.
- 6.3. The Purchaser must pay each invoice within the agreed period, - without any deduction or discount -, by electronic transfer to the bank account and on the due date mentioned on the invoice.
- 6.4. Each complaint concerning an invoice must be served on the Seller within 7 working days of receipt. Failing this, it shall not be taken into consideration, and the invoice shall be deemed to be accepted.
- 6.5. The Purchaser may not, for any reason, withhold payment owed pursuant to an order or an agreement, or offset any sums owed. The Purchaser may not invoke any right in order to offset his debts, on any basis, in respect of the Seller against amounts owed, for any reason, by the Seller to the Purchaser, unless the Seller has agreed to this in advance in writing. However, the Seller shall always have the right to offset his debts, on any basis, in respect of the Purchaser against amounts owed to the Seller, for any reason, by the Purchaser, or a company linked to the Purchaser.
- 6.6. Without prejudice to the exercise of any other rights of the Seller to full compensation, if the Purchaser fails to pay an invoice (on time) on its due date, he shall, lawfully and without payment demand/summons, be subject to the legal interest rate stipulated in the Belgian Act of 2 August 2002 on the Combating of Payment Arrears in Commercial Transactions. This interest shall come on top of any other compensation or costs owed pursuant to these Terms and Conditions or the applicable law.
- 6.7. In addition, each invoice which remains unpaid on its due date, shall, lawfully and without payment demand/summons, be uplifted by a fixed and irreducible sum of compensation of 10% of the unpaid amount, with a minimum of 150 Euros per invoice, without prejudice to the Seller's right to claim supplementary compensation, if necessary.
- 6.8. In the event of the judicial collection of an invoice, the Purchaser shall also owe the Seller a fee for the applicable costs of judicial and extrajudicial collection, such as costs relating to payment demands and the costs of protest or legal costs.
- 6.9. In the event of a considerable decrease of the purchaser's solvency ratio, the Seller reserves the right to demand advance payments for unfulfilled dispatches of goods and payment guarantees from the seller, or alternatively, to cancel all unfulfilled orders. The Seller also reserves the right to unilaterally amend the payment terms, and/or to renegotiate them with the Purchaser, if the credit insurance institution used by the Seller lowers the credit insurance limit or guarantee relating to the Purchaser.

7. Guarantee

- 7.1. The Seller guarantees that, on delivery, the goods shall comply with the specifications of the contract and comply with the statements appearing on the packaging or on the label or on the freight documents accompanying them.
- 7.2. Before discharge of the goods at the premises of the Purchaser, the latter must take a sample of the goods, and, where appropriate, perform the tests necessary for ascertaining that the goods comply with the contractual specifications and comply with the statements appearing on the packaging or on the label or on the freight documents accompanying them. If the goods are rejected, the Purchaser must immediately notify the Seller of this, at latest 24 hours from delivery of the

- goods, by registered letter (with copy by email or fax), in which the Purchaser gives a clear description of the alleged lack of conformity. Discharge of the goods implies acceptance of the goods by the Purchaser.
- 7.3. In the event of dispute concerning the quality of the goods supplied, the sample taken in accordance with Clause 7.2 shall be sent to an independent laboratory designated together by the Seller and the Purchaser, for a permanently binding analysis and binding third-party decision.
- 7.4. If the goods display any non-compliances which the Purchaser proves could not have been detected during the tests performed by the Purchaser as stipulated in point 7.2., the Seller shall not accept any complaint that is not submitted within 7 days of the delivery date, by registered letter (with copy by email or fax), in which the Purchaser gives a clear description of the non-compliance. The Purchaser cannot submit a complaint in order to suspend or refuse payment (for other orders).
- 7.5. The Seller rejects any liability for non-compliance or defects of goods which have already been used, in full or in part, by the Purchaser, which have not retained their original form, or which have been combined by the Purchaser.
- 7.6. (1) The Seller's guarantee shall be limited, according to the exclusive decision of the Seller, either to payment of a sum of compensation, or to replacement of the flawed goods.
(2) If the Seller opts for replacement of the flawed goods, the Purchaser shall be obliged to consent to the Seller first taking back possession of the goods sold. In this case, the Seller must choose either to deliver replacement goods within a reasonable period; or to give the Purchaser written consent to purchase replacement goods - on the understanding that in such case the Seller shall pay the difference in price, provided it is reasonable. This choice of Article 7.6(2) falls exclusively to the Seller, and the Purchaser shall only be entitled to purchase replacement goods after receiving the advance written consent of the Seller. In the event of replacement of the goods, the Purchaser cannot claim any supplementary compensation.
- 7.7. Aside from the guarantee foreseen above, the Seller provides no other guarantee, either explicit or implicit. The Seller provides no guarantees concerning the suitability of the goods for a specific application or concerning the commercialisation of the goods. The Seller shall not be liable for any loss of income or loss of profit/earnings, damage suffered by the Purchaser, or for any other indirect or resulting damage, such as, without this list being exhaustive, loss of clientele, loss of profit/earnings, etc. (other than the liability in the event of death or damage caused to persons solely as a result of a fault/error of the Seller), except if the Purchaser is able to prove intent, fraud, deception or serious fault. The liability of the Seller, in application of these provisions, may never exceed the value of the goods at the time of delivery.
- 7.8. In all agreements with third parties, in which the Parties are involved or can claim rights on the basis of these Terms and Conditions, the Parties must ensure that Article 10.2 is included in full and complied with in full.
- 7.9. The total joint liability of the Seller, on the basis of, or in the context of these General Terms and Conditions, shall in each case be limited as follows: (i) the liability of the Seller and the exclusive legal remedy of the Purchaser for any legal claim arising out of the sale or failure to supply goods, shall be explicitly limited, - according to the exclusive choice of the Seller -, either to replacement of the goods, or to (partial or full) reimbursement of the selling price received by the Seller for the relevant goods; and (ii) in respect of any other form of liability, liability shall not exceed the lowest amount of - on one hand - the invoice value of the goods which caused the damage, or - on the other - the amount actually received by the Seller from his liability insurance company (after the deduction of all deductions and off-settings) following a claim for product liability.
- 7.10. The Seller is not liable for: (i) loss of profit/earnings, (ii) loss of production, (iii) loss of business activities, (iv) loss of productivity, (v) recall actions, of (vi) any indirect, special, incidental or consequential damage or losses.
- 8. Premature Termination against the Purchaser**
- 8.1. Without prejudice to other rights, the Seller shall have the right to cancel the order or prematurely terminate the agreement without advance notice or notification of default, and without a posteriori judicial supervision of the serious nature of the reasons for cancellation/premature termination, or to immediately suspend all other deliveries of any kind, if:
- (1) the Purchaser fails to pay all or part of an invoice on its due date, and this until such time as the unpaid amount, the additional interest owed and the compensation are paid in full;
- (2) the Purchaser fails to respect an obligation included in the order or in the agreement, within 5 days of the notification of default addressed to him;
- (3) the Purchaser neglects or refuses to take delivery of goods ordered;
- (4) the Purchaser becomes insolvent, is in a state of liquidation, is placed under a temporary administrator, ceases payment of his debts in full or in part, draws up a payment plan with his other creditors, is the subject of a bankruptcy judgment or any similar insolvency procedure, or if a similar procedure takes place in accordance with the law locally applicable to the Purchaser;
- (5) the credit insurer of the Purchaser withdraws or reduces the line of credit granted to the Purchaser.
- 8.2. If the order or the agreement is suspended for one or the reasons listed in point 8.1., the Seller shall have the right to claim advance payment of the sums owed by the Purchaser, and he may demand such securities as he deems necessary in order to resume the supply of goods relating to each order or agreement concluded with the Purchaser.
- 8.3. If the order is cancelled or the agreement is prematurely terminated due to a reason mentioned under Point 8.1, the Seller shall have the right to demand immediate payment of all sums owed, whether or not they have already fallen due, without prior notification of default.
- 8.4. The Seller shall not be bound by any compensation and/or guarantee, in the event of cancellation or suspension of the order or premature termination or suspension of the agreement, for one of the reasons listed under Point 8.1.
- 8.5. Any changes of circumstance in the sense of Article 5.74 of the Civil Code (Burgerlijk Wetboek) which substantially change the financial significance or the contents of the delivery, substantially affect the business operations of the Seller, or render performance of his contractual obligations excessively onerous, shall be regarded as equivalent to force majeure; and in such case, the agreement concluded between the Seller and the Purchaser shall be adapted in accordance with the principles of reasonability and good faith, and if such adaptation appears financially irresponsible or unachievable, the Seller shall have the right to prematurely terminate all or part of the agreement and/or the confirmation of sale, without the Seller being owed any compensation.
- 9. Force Majeure/Act of God**
- 9.1. The Seller shall not be liable for any delay in the performance of his undertakings or for failure to perform them, if this delay or failure to perform, is entirely or partly the consequence of:
- (1) a shortage or interruption in the supply of materials or natural sources or raw materials.
- (2) a shortage of means of transportation.
- (3) failure of the Seller's supplier to respect the undertakings which he entered into with the Seller, if the Seller provides proof that he himself does not have the goods to be delivered in stock,
- (4) flood, fire, war, insurrection, civil rebellion, strike, lock-out, industrial disruption, storm, actions of civil or government authorities.
- (5) circumstances beyond the reasonable control of the Seller.
- 9.2. If the situation of force majeure destroys the goods prior to delivery, the Seller shall be released from his duty to supply without any compensation being owed, and the Purchaser shall be released from his duty to pay for the goods in question.
- 9.3. Nevertheless, the Seller reserves the right, - according to his own choice -, either to suspend performance of his obligations for as long as the situation of force majeure persists, or to terminate the agreement without the involvement of the courts, without being obliged to pay any compensation. The Seller reserves all other rights and legal remedies which fall to him pursuant to the applicable law or the agreement.
- 10. Transfer – Subcontracting**
- 10.1. The Purchaser is forbidden to transfer all or part of the order or the agreement or the rights and undertakings arising from it, without the advance written consent of the Seller. Any agreed transfer of the order, agreement, or of any rights and obligations arising out of that agreement, can only take place subject to the explicit and exclusive application of the original General Terms and Conditions of Sale of ARPADIS. Any deviating or special terms and conditions of the transferee party shall have no effect for the Seller, unless they are explicitly accepted in advance by the Seller.
- 10.2. The Seller shall have the right to sub-contract performance of the sale, in full or in part, to a third party, or to transfer the sale, in full or in part, to a third party without the prior consent of the Purchaser.
Compensation for damage caused by failure to respect any obligation under these Terms and Conditions shall, within the legal limits, be exclusively governed by the rules of contract law, even if the event which resulted in the damage also constitutes an unlawful act.
Application of Article 6.3 of the Civil Code is explicitly excluded. Within the limits of the law, no form of extra-contractual liability arising from the implementation of these General Terms and Conditions can be invoked.
Moreover, the Purchaser explicitly relinquishes all extra-contractual claims against the agent of the Seller, in as much as this is permitted within the limits of the law.
- 11. Applicable Law and Competent Courts**
- The order and/or the agreement are governed exclusively by Belgian law, excluding application of the Vienna Sales Convention of 11 April 1980 on the International Sale of Goods. In the event of dispute, the courts and tribunals of Antwerp shall be solely

competent. Nevertheless, the Seller reserves the right, to choose to bring a legal case before the court of the registered office or operating headquarters of the Purchaser.

12. Miscellaneous

- 12.1. These Terms and Conditions, together with the order and/or the agreement, constitute the entire agreement between the parties concerning the subject of their mutual undertakings. They may only be amended by written agreement of the Seller and the Purchaser.
- 12.2. The invalidity or inapplicability of one of the provisions of these Terms and Conditions shall not affect the validity or applicability of the other provisions. Where the case arises, the parties undertake to immediately replace the invalid or inapplicable provision.
- 12.3. Any failure of the Seller to invoke the present Terms and Conditions at any given time cannot be interpreted as a waiver to be invoked again at a later date.
- 12.4. Without prejudice to any deviating provisions, notifications and services between the parties must be performed in writing, and – unless stipulated otherwise – shall be deemed to occur validly 5 working days from dispatch by registered letter, or 2 working days from delivery or dispatch by fax or email, to the address of the Seller/the Purchaser as mentioned on the order or in the agreement.

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