

**GENERAL TERMS AND CONDITIONS OF REMONDIS SMART INFRA – PLEUGER WATER SOLUTIONS**

REMONDIS Smart Infra B.V., trading under the name Pleuger Water Solutions, having its registered office in Lichtenvoorde and its principal place of business in (5626 DC) Eindhoven at Hooge Zijde 29 (P.O. Box 8780, 5605 LT Eindhoven).

**1 Definitions:**

1.1 In these general terms and conditions, the terms below are defined as follows:

<u>General Terms and Conditions:</u>	these general terms and conditions of the Contractor.
<u>Delivery period:</u>	the period provided in the Agreement in which the service or the goods must be delivered.
<u>Additional work:</u>	all work performed and goods supplied by the Contractor which deviate from the agreements made by the Parties in writing.
<u>Client:</u>	every (legal) person to whom the Contractor submits its offers/quotes, as well as the person who makes the Contractor offers/quotations and the person who issues an order to the Contractor, or the person with whom the Contractor enters into an Agreement.
<u>Contractor:</u>	the Contractor as evidenced by the Agreement, i.e. <b>REMONDIS Smart Infra B.V.</b> , trading as <b>Pleuger Water Solutions</b> .
<u>Agreement:</u>	every agreement between the Contractor and the Client regarding the delivery of goods and/or provision of services.
<u>Parties:</u>	the Contractor and the Client.
<u>Service Agreement:</u>	any Agreement pursuant to which the Contractor provides services to the Client for a definite or indefinite period of time.
<u>Workplace:</u>	the location where the Contractor performs work under the execution of the Agreement.

**2 Applicability of General Terms and Conditions**

- 2.1 All offers, quotations, Agreements, legal acts and legal relationships between the Client and the Contractor and its legal successors are subject to these General Terms and Conditions.
- 2.2 These General Terms and Conditions shall also apply to future Agreements between the Client and the Contractor.
- 2.3 The applicability of any purchase or other conditions of the Client and/or third parties is explicitly rejected. The Contractor's signature or (tacit) acceptance of documents from the Client and/or third parties to which such general terms and conditions have been declared applicable shall never be deemed to constitute acceptance thereof.
- 2.4 Legally valid deviations from or additions to these General Terms and Conditions can only be agreed by the Parties in writing.
- 2.5 During the term of the Agreement and with immediate effect, the Contractor shall be authorised to amend or supplement the General Terms and Conditions unilaterally, while this does not entitle the Client to terminate or dissolve the Agreement (on any basis whatsoever). The Contractor shall inform the Client in writing of such amendments and/or additions.

### **3 Conclusion of Agreements**

- 3.1 All offers and quotations of the Contractor shall be without obligation. The Contractor is therefore entitled to withdraw an offer or quotation and the Client cannot derive any rights from offers and quotations made by the Contractor.
- 3.2 The Contractor's offers and quotations are partly based on information provided by or on behalf of the Client. The Client guarantees that the information provided by it for the purpose of compiling, executing and completing the Agreement is accurate, not misleading and complete.
- 3.3 If the acceptance by the Client deviates (on minor points), the Contractor shall not be bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, yet in accordance with the Contractor's offer, unless the Contractor explicitly indicates otherwise.
- 3.4 A compound quotation shall not oblige the Contractor to perform part of the agreement for a corresponding part of the stated price.
- 3.5 Offers and prices contained therein do not automatically apply to future agreements.
- 3.6 Any drawings, charts, advice, catalogues, indications of size and weight and so on enclosed with the offer are intended as a guide and are not binding, unless explicitly stated otherwise. The Contractor shall never be liable for any incorrect information contained in third-party documentation.
- 3.7 Agreements, as well as amendments thereto, shall come into effect:
  - a. by and from the date of the written acceptance by the Client of an offer made by the Contractor, with due observance of the provisions of article 3.3 of these General Terms and Conditions;
  - b. by and from the date of the signing by both Parties of an offer by the Contractor or any other document;
  - c. from the date of receipt of the Contractor's written confirmation that the Client's application has been accepted; or
  - d. when the Contractor has actually started to perform the work.

### **4 Prices and fees**

- 4.1 If the parties have not agreed otherwise in writing, the rate for a service to be provided by the Contractor will be determined on the basis of an hourly rate as specified in the offer. The prices given by the Contractor are exclusive of Additional Work, turnover tax, levies and other taxes imposed by the government and costs related to the performance of the Agreement by the Contractor, including travel and accommodation costs, shipping and administrative costs, unless explicitly stated otherwise. Such costs, levies and taxes will be charged separately by the Contractor to the Client. Travel time will be charged at 100% of the hourly rate. Travel and accommodation expenses shall be charged in accordance with the arrangements made in the quotation.
- 4.2 The Contractor shall be entitled to adjust its prices, fees and rates periodically, and in any case on 1 January of each year.
- 4.3 The Contractor shall also be entitled to make interim changes to the agreed prices, fees and rates in the event of a cost increase on the part of the Contractor which is beyond the Contractor's direct control. This right of the Contractor also applies if prices change after the date on which an offer is made by the Contractor. If the prices of the raw materials, freights, goods, materials or parts obtained by the Contractor, whether through third parties or not, change for any reason whatsoever, then the

Contractor's (selling) price will also change. Furthermore, the prices may be changed if wages, social security contributions, taxes, government levies, exchange rates, etc. change.

- 4.4 The Contractor will notify the Client in writing of any intention to increase the rate pursuant to Articles 4.3 and 4.4. The Contractor will state the amount of and the date on which the increase will take effect.
- 4.5 The Client shall be entitled to terminate or dissolve the Agreement (on any basis whatsoever) due to changes in prices, fees or rates as referred to in Article 4 of the General Terms and Conditions, provided that the change in question amounts to more than 10% of the agreed price, fee or rate.
- 4.6 If the Client wishes to exercise his right referred to in article 4.5, the Client must terminate the Agreement in writing within 2 (two) months after receiving the first notification of price increase.

## **5 Payment**

- 5.1 Invoices must be paid by the Client within the term of payment stated on the invoice. If the invoice does not state a payment term, a payment term of 30 (thirty) days after the invoice date will apply.
- 5.2 If the Client believes the invoice contains an inaccuracy, the Client must notify the Contractor as soon as possible.
- 5.3 If the Client does not notify the Contractor in writing, stating the reasons, of any complaints regarding an invoice within 14 (fourteen) days after the invoice date, all rights of the Client in this regard will have been cancelled and the relevant invoice will be established between the Parties as accurate.
- 5.4 If the Client fails to pay the amounts due within the applicable payment term, the Client is in default without a notice of default being required. In that case, the Contractor shall be entitled to charge statutory commercial interest as referred to in Section 119a of Book 6 of the Dutch Civil Code, as well as extrajudicial and judicial collection costs. The extrajudicial collection costs are set at fifteen percent (15%) of the amount owed by the Client to the Contractor, with a minimum of € 150 (in words: one hundred and fifty euros). The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount, whereby a part of the month will be considered as a whole month.
- 5.5 Payments made by the Client shall first serve to settle all interest and costs owed, and subsequently to settle claims from the Agreement which have been outstanding the longest.
- 5.6 The Contractor may, without thereby falling into default, refuse a payment offer by the Client if the Client designates a different order of allocation of payment of invoices. The Contractor may also refuse full payment of the principal sum, if this does not include the interest still due, the current interest and the costs.
- 5.7 The Contractor is at all times entitled to request advance payment and/or security from the Client.
- 5.8 The Client's right to offset amounts or to suspension is excluded. The Client shall never be entitled to invoke any right of retention in respect of the Contractor's goods.

## **6 Duration and termination**

- 6.1 Unless the Parties agree otherwise, Service Agreements are entered into for the term of 12 (twelve) months and are tacitly renewed for 12 (twelve) months subsequently, unless one of the Parties terminates the Service Agreement by registered letter

at the end of the current contract term, observing a notice period of at least 3 (three) months. Premature termination of the Service Agreement by the Client is not possible.

- 6.2 The Contractor may terminate the Service Agreements prematurely at any time, subject to a notice period of 3 (three) months.
- 6.3 A Party shall be entitled, without further notice of default and without prior judicial intervention, to rescind the Agreement in whole or in part by registered letter with immediate effect, without prejudice to its right to damages, if:
- a. the other Party is declared bankrupt, applies for a suspension of payments, an application for the placing of the other Party under legal restraint is filed, the statutory debt-rescheduling arrangement (WSNP) is declared applicable to the other Party or an administration is instituted over (a part of) its assets, or he otherwise loses the management and/or the disposal of its assets in whole or in part; or
  - b. attachment has been or is being levied on any property which he has provided to the other Party.
- 6.4 The Contractor is moreover entitled to suspend the fulfilment of its obligation under the Agreement or to terminate the Agreement in full or in part with immediate effect by registered letter, without further notice of default and without prior judicial intervention, without the Contractor becoming liable for compensation in respect of the Client, if:
- a. the Client does not or not fully comply with the obligations under the Agreement;
  - b. the Contractor has become aware of circumstances that give good reason to fear that the Client will not or not properly fulfil its obligations;
  - c. the Client has been requested to provide security for the fulfilment of its obligations under the Agreement and the Client does not comply with such request within 14 (fourteen) days, this security is not provided or is insufficient;
  - d. if certain goods essential for the performance of the Agreement are permanently unavailable;
  - e. circumstances arise to the extent that the unaltered maintenance of the Agreement cannot reasonably be expected;
- 6.5 By dissolution of the Agreement, mutually existing claims shall become immediately due and payable.
- 6.6 If the Agreement is dissolved by the Contractor in accordance with the provisions of Article 6.4, this does not affect the Contractor's other rights, such as claiming compensation.

## **7 Guarantee**

- 7.1 If and to the extent that goods have been delivered by the Contractor to the Client which have been produced and/or sold and delivered to the Contractor by a third party, the Contractor only guarantees the conformity of the goods within the meaning of Book 7, Section 17 of the Dutch Civil Code and the proper functioning of goods delivered by the Contractor to the Client to the extent that this is guaranteed by the third party to the Contractor. With respect to the above, in deviation from Book 7, Section 21 of the Dutch Civil Code, the Contractor is only obliged to deliver, repair, replace or credit goods to the Client if and insofar as the third party in question delivers, repairs, replaces or credits these goods. In deviation from Book 7, Section 21, paragraph 2, of the Dutch Civil Code, any additional costs and related work (including costs of disassembly, transport and inspection) shall be borne by the Client, unless the Contractor can recover such additional costs from the third party from whom he purchased the goods. If, for any reason, repairs have to be carried out outside the company, the travel and accommodation expenses and other additional costs shall at all times be at the expense of the Client.

- 7.2 The Contractor guarantees the proper functioning of the goods delivered by it which do not come under the scope of article 7.1 (the "**Guarantee**") for a period of 12 (twelve) months, unless a shorter or longer period is specified in the Agreement. In that case, the provisions of the Agreement shall prevail. Guarantees are only binding if they:
- a. are included in an offer or order confirmation of the Contractor;
  - b. are expressly designated as "guarantees" or "quality guarantees"; and
  - c. the obligations of the Contractor arising from this have been explicitly laid down.
- 7.3 The Contractor will repair, replace or credit goods, such at the Contractor's discretion, that become unusable during the period referred to in article 7.2. All items and/or parts which are exchanged as a result of the guarantee obligation shall immediately become the property of the Contractor.
- 7.4 The term of the Guarantee, as referred to in article 7.2, will be suspended until the goods repaired or replaced by the Contractor have been delivered to the Client.
- 7.5 No new Guarantee period shall commence for repaired or replaced goods. For the repaired or replaced goods, the remaining Guarantee period will continue.
- 7.6 The Guarantee does not apply to defects as a result of normal and/or natural wear and tear, accidents, inexpert or incorrect use, use outside the purpose of the goods or the normal conduct of business, negligence on the part of the Client, insufficient and/or incorrect lubrication, careless handling of the product, as well as failure to observe instructions, including maintenance or operating instructions, by the Client, (incorrect) self-assembly or assembly by third parties, excessive load, use of unsuitable equipment/replacement materials or in case the Client or third parties have at any time performed (remedial) work or made adjustments to or with regard to the good in question.
- 7.7 All rights of the Client based on the Guarantee shall be cancelled:
- a. in the event the Client fails to fulfil or does not timely fulfil its obligations in respect of the Contractor under the Agreement (including these General Terms and Conditions);
  - b. in the case of intent or deliberate recklessness on the part of the Client;
  - c. the Client provided incorrect, misleading or incomplete information to the Contractor with regard to the (execution of the) Agreement;
  - d. the Client has concealed or failed to report existing defects;
  - e. if non-new materials and/or materials provided by the Client are used; or
  - f. in case of the supplier's product liability.

## **8 Obligations on the part of the Client**

- 8.1 Without the requirement of payment of a compensation by the Contractor, the Client must ensure that:
- a. the necessary permits, exemptions and public-law permissions have been obtained in time;
  - b. the Contractor's work shall not suffer any delay or hindrance as a result of other work and/or circumstances not attributable to the Contractor;

- c. the Workplace is provided to the Contractor ready for use, dry and clean and is easily and safely accessible by the Contractor;
  - d. there is a proper access road for the supply of materials;
  - e. the Workplace complies with all applicable laws and regulations, including the legally required Health and Safety standards; and
  - f. an energy network connection is available to the Contractor at the Workplace.
- 8.2 If the Parties have agreed that the Contracted Party will assemble the goods or deliver them in working order, this will always be without demolition, chopping, breaking, digging, earthwork, painting, carpentry, concrete or masonry work or other such work of any nature whatsoever. This work shall be carried out by the Client at its own expense and risk, unless expressly agreed otherwise in writing.
- 8.3 All costs arising from the late or improper fulfilment of the obligations included in Article 8.1 of these General Terms and Conditions shall be fully at the expense and risk of the Client.

## **9 Retention of title**

- 9.1 Goods and items delivered by the Contractor to the Client, including designs, sketches, drawings, films, software, (electronic) files, etc., are and remain the property of the Contractor until the goods delivered have been paid in full. The retention of title to the delivered goods also extends to all other claims held by the Contractor against the Client based on obligations arising from the Agreements concluded between the parties (the "**Retention of Title**").
- 9.2 The Client shall ensure that all goods delivered by the Contractor are visibly marked as having been delivered by the Contractor until the Retention of Title has lapsed. In addition, the Client is obliged to store the goods delivered by the Contractor separately and therefore not to store them with the existing stock of delivered goods of third parties.
- 9.3 The Client shall not sell, transfer, pledge or otherwise encumber goods subject to Retention of Title with any (limited) right. This provision has an effect under property law.
- 9.4 The Client grants the Contractor a possessory lien on all the Client's goods that come under the Contractor's control, as additional security for all amounts receivable by the Contractor from the Client, for any reason whatsoever.
- 9.5 In the event that the Client fails to fulfil any obligation in respect of the Contractor or it has become an established fact that the Client will fail to fulfil any obligation in respect of the Contractor, the Client will, at the Contractor's first request, return to the Contractor, at its own expense and risk, any goods that are subject to the retention of title and will notify the Contractor of this immediately.
- 9.6 The Client shall immediately inform the Contractor in writing if a third party levies an attachment on an item delivered under the Retention of Title, wishes to establish any (security) right, or otherwise wishes to infringe the Contractor's retained ownership of the delivered items.
- 9.7 The Client shall insure any goods subject to Retention of Title and keep them insured against all possible risks until the Retention of Title has lapsed. Client shall allow Inspection of the relevant policies at the Contractor's first request.

## **10 Execution of the Agreement and engagement of third parties**

- 10.1 The Contractor shall perform the work within the scope of the Agreement to the best of its understanding, expertise and ability.
- 10.2 To the extent required for the proper execution of the Agreement, the Contractor has the right to have (parts of) the work performed by third parties. the Contractor shall consult the Client on this matter. The Contractor undertakes to make every effort to ensure that the agreed obligations and quality are met by the third party.
- 10.3 If, in the performance of the Agreement, the Contractor or third parties engaged by the Client perform work at the Client's location or at a location designated by the Client, the Client shall ensure free of charge that the employees concerned have reasonable access to the required facilities. Article 8 of these General Terms and Conditions shall apply by analogy.
- 10.4 If it has been agreed that the Agreement will be performed in stages, the Contractor may suspend the performance of those parts that are part of a subsequent phase until the Client has approved in writing the results of the preceding phase.

## **11 (Delivery) Periods**

- 11.1 The Delivery Period will commence on the date the Agreement is concluded, unless expressly agreed otherwise. Under no circumstances will the Delivery Period start until after the Client has fulfilled all existing obligations and, in the event that an advance payment has been agreed, no earlier than after the Contractor has received this payment from the Client.
- 11.2 All Delivery Periods mentioned by the Contractor are indicative and can never be considered as strict deadlines. The mere exceeding of a (delivery) period does not cause the Contractor to be in default.
- 11.3 If the Contractor's supplier does not deliver (on time) the goods that are essential for the Client's Agreement, the agreed Delivery Period will be extended by the duration of the interruption plus a reasonable start-up period in order to be able to organise the delivery.
- 11.4 With regard to the Delivery Period, the goods are deemed to have been delivered when they, or the most important parts thereof (all this at the reasonable discretion of the Contractor), have been received by the Client.
- 11.5 If the Parties have agreed that the Contractor will assemble the goods to be delivered, then, with regard to the Delivery Period, the goods shall be deemed to have been delivered immediately after the goods, or the most important parts thereof (all this at the reasonable discretion of the Contractor), have been set up on site in an operational condition.
- 11.6 If the Client does not accept or take delivery of the delivered goods, this shall not affect the fact that delivery has taken place.
- 11.7 If it is imminent that any Delivery Period will be exceeded, the Contractor and the Client will consult with each other as soon as possible.
- 11.8 The provisions of articles 13.2 to 13.4 of these General Terms and Conditions apply accordingly.

## **12 Risk transfer**

- 12.1 The risk for the goods that are the subject of the Agreement shall pass to the Client from the moment when they are delivered to the Client or to a third party to be appointed by the Client.

13.2 If the goods or a part thereof are used by or at the request of the Client before final delivery, this shall take place entirely at the expense and risk of the Client.

### **13 Duty of investigation, default and forfeiture of rights**

13.1 The Client shall check the goods for any defects and/or for their correct delivery immediately after delivery, without any costs being charged to the Contractor.

13.2 In the event that the Client believes there is a failure in the fulfilment of any obligation under the Agreement by the Contracted Party, the Client must inform the Contractor thereof in writing by registered post within 8 (eight) days after the Client discovered or reasonably could have discovered the shortcoming, failing which the Client's rights in this respect will be cancelled.

13.3 A written notice of default shall contain an accurate description of the nature and gravity of the failure found.

13.4 The Contractor will only be in default after the Client has given the Contractor written notice of default and has set a reasonable term for performance of at least 30 (thirty) days, and the Contractor has failed to perform within that reasonable term.

13.5 Goods or items that do not comply with the Agreement will be dismantled by the Client at the Contractor's request, free of charge, and returned to the Contractor into its ownership at the his own expense and risk.

### **14 Force majeure**

14.1 Force majeure means circumstances preventing performance of the obligation by or on behalf of the Contractor, and which cannot be attributed to the Contractor. In addition to the provisions of the law and case law, force majeure also includes: government measures, war or threat of war, terrorism, riots, weather conditions that delay or render impossible the fulfilment of the agreement, flooding, earthquake, lightning strike, natural or man-made disasters, etc. floods, earthquakes, lightning strikes, (other) acts of nature, fire, explosions, pandemics or epidemics, internet failures, hacks/cyber attacks, legal closures, (industrial) strikes, company lockouts, import and export restrictions, transport restrictions, the unavailability of (spare) parts and/or other failures in the business of the Contractor, or in the business of the Contractor's supplier(s), or in other businesses of third parties on which the Contractor relies for the performance of the agreement.

14.2 The Contractor shall also be entitled to appeal to force majeure if the circumstance preventing (further) fulfilment arises after the Contractor should have fulfilled his obligations.

14.3 In the event of Force Majeure, the obligations of the Parties under this Agreement will be suspended for as long as the Force Majeure situation continues, plus a reasonable start-up period for resuming the obligations. In no event will the payment obligations of the Client be suspended with regard to invoices already submitted by the Contractor to the Client and/or work already performed by the Contractor.

14.4 In the event that a situation of force majeure continues for more than 6 (six) weeks, the Parties shall be entitled to terminate the Agreement through a registered written notification, unless it is to be anticipated that the situation of force majeure will be resolved within a reasonable period of time. Any work already performed pursuant to the Agreement shall in that case be settled



proportionately, and without the Parties being entitled to any penalty and/or (additional) damages.

## **15 Liability**

- 15.1 Each Agreement for the provision of services accepted by the Contractor is subject to a best-efforts obligation. In that case, the Contractor cannot be held liable for any results not achieved.
- 15.2 Except for the fulfilment of its guarantee obligation in accordance with Article 7 of these General Terms and Conditions, the Contractor shall not be liable for any damage suffered by the Client or third parties in connection with the performance of the Agreement, unless such damage is caused by intent or gross negligence on the part of the Contractor.
- 15.3 the Contractor shall never be liable for indirect or consequential damage, including but not limited to trading loss, loss of profits and missed savings, and damage due to business interruption, except insofar as such damage is the result of the Contractor's intention or deliberate recklessness.
- 15.4 Notwithstanding the provisions of articles 15.1 to 15.3 inclusive, any liability of Contractor in respect of the Client is limited to damage resulting from the breach of an essential obligation under the Agreement and to the amount charged by Contractor to the Client under the performance of the Agreement concerned in a period of 12 (twelve) months prior to the event causing the damage.
- 15.5 If the Contractor, without being instructed to do so, performs assembly work or provides help and assistance of any kind upon request, this shall be done at the risk of the Client and all liability of the Contractor is excluded.

## **16 Confidentiality**

- 16.1 The Client undertakes in respect of the Contractor not to use, multiply or disclose to third parties or in any other way any information relating to the Agreement. This obligation does not apply to:
- a. the use or reproduction of the information insofar as required for the preparation, conclusion and performance of the Agreement or any related agreements;
  - b. providing information to officers or employees of the Client who require this knowledge for the performance of their work;
  - c. the use or provision of the information required by law, a decision by a competent judicial authority, or other competent government authority;
  - d. the information that is already in the public domain or has previously been provided to the Client in a lawful manner;
  - e. information that was already acquired by the Client independently under this Agreement.
- 16.2 In the cases referred to in Article 16.1(a) to (e) above, the Client shall inform the Contractor thereof in advance and, where possible, coordinate the content of the disclosure with the Contractor.

## **17 Intellectual property**

- 17.1 The Contractor retains all intellectual property rights (including copyrights, trademark rights, model rights, patent rights, etc.) to the data and (work) products provided by him, including models, designs, sketches, drawings, source files, advice and quotations, even if these have been (re)developed and/or applied by the Client under the execution of the Agreement.
- 17.2 All information provided by the Contractor will only be provided to the Client for its own use under the Agreement and the Client is therefore not permitted to disclose such information to any third party or to (re)use it for any other purpose, without the Contractor's prior written consent.
- 17.3 The Contractor reserves the right to use the knowledge, which has been increased as a result of the performance of the work for the Client, for other purposes, to the extent that no confidential information is brought to the attention of third parties in the process.

## **18 Other provisions**

- 18.1 The Client is not entitled to transfer rights or obligations under any Agreement to a third party by virtue of Book 3, Section 83 paragraph 2 of the Dutch Civil Code, without the prior written permission of the Contractor. This provision has effect under property law.
- 18.2 In the event of any discrepancies between the provisions of the Agreement and these General Terms and Conditions, the provisions of the Agreement shall prevail.
- 18.3 The invalidity of a provision of these General Terms and Conditions shall not result in the invalidity of the remaining provisions of these General Terms and Conditions. The void or invalid provision will then be deemed to have been replaced by a provision that is valid and binding, the legal consequences of which will be as much as possible in keeping with those of the void or invalid provision.

## **19 Applicable law and competent court**

- 19.1 These General Terms and Conditions and all Agreements, quotations and offers of the Contractor are governed by Dutch law.
- 19.2 For the performance of the Agreement, the Parties declare to elect domicile at the place where the Contractor has its registered office. Any disputes arising from these General Terms and Conditions, Agreements, quotations/offers, of any title whatsoever, will in the first instance be exclusively submitted to the competent court in the District Court of Oost-Brabant, Eindhoven location.

These General Terms and Conditions were filed with the Chamber of Commerce (version May 2024) under file number 09138922.