

GENERAL TERMS AND CONDITIONS OF SALE

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1. Glossary

"Thermal desorption", a process for treating polluted soil that uses heat to separate volatile and semi-volatile contaminants from the soil. The vapors generated are then treated.

"Preliminary design", the initial design phase covering around 30% of engineering time, including basic concepts, preliminary plans and initial specifications.

"PDS, Project Data Sheet", an initial document setting out the basic characteristics of the contamination.

2. Preamble

HAEMERS Technologies (hereinafter referred to as "HT") carries out any assignment entrusted to it by the Customer exclusively in accordance with these general terms and conditions, unless expressly waived in advance. A derogation from one or more provisions of these general terms and conditions does not affect the other terms and conditions, which remain fully applicable. Any reference by the Customer to its own general terms and conditions is considered null and void, unless accepted in writing by HT. HT's failure to invoke any provision of these terms and conditions shall not be construed as a waiver of its right to invoke such provision later.

3. General Conditions Common to All Assignments

3.1. Conditions of the Basic Offer

HT's base offer is a preliminary design equivalent to a 30% design. This design may be subject to minor changes, up to a maximum of 10%, provided that the original assumptions, such as the soil moisture conditions specified in the Proposal for Services (PFS), remain unchanged. These changes will be reported and documented during the detailed engineering phase.

3.2. Mission Statement

HT carries out the assignment within the strict limits of the definition given in its offer, which is valid for a maximum of three months from the date it is drawn up, unless explicitly stated otherwise. This offer must be confirmed by an order form from the Customer or a contract.

3.3. Conditions for Carrying Out the Assignment

HT will carry out the assignment in accordance with the regulations in force at the date of the offer and on the basis of the information provided by the Customer. The Customer undertakes to provide all the necessary information and to report any changes during the performance of the contract. The Customer is responsible for the accuracy of this information and for the consequences of failing to send it to HT.

3.4. Changes to the Mission Content

Any change to the mission initially agreed will only be accepted after written agreement with the Customer. HT will inform the Customer of any omissions or contradictions in the data supplied and of the possible consequences in terms of price and deadlines.

3.5. Deadlines

The response time takes account of HT's workload at the date of the offer. Time estimates are approximate and do not take account of stoppages that are not attributable to HT, such as force majeure or unforeseen conditions.

End of the assignment — The end date of the assignment is the date on which the Customer approves the last document to be supplied as part of the assignment, no later than two weeks after it has been delivered to the Customer. The end of the assignment gives rise to payment of the balance.

3.6. Authorisations and Formalities

The Customer is responsible for all administrative procedures and formalities. The Customer must obtain the necessary authorisations for HT's personnel to operate in complete safety and must inform them of all the practical rules relating to health and safety.

4. Financial Conditions

4.1. Prices and Validity

Prices are established according to the economic conditions in force on the date of the offer. They are valid for three months, after which they will be updated in line with the Syntec index. Prices will be subject to a monthly review based on the same index.

4.2. Payment Structure

Payments are made according to the following schedule:

- Initial deposit: 15% of the total amount on signing the contract.
- Deliverable Engineering: 15% of the total amount after delivery of the engineering documents.
- Equipment mobilisation: 15% of the total amount once the equipment has been mobilised on site.
- Installation: 15% of the total amount after installation of the equipment.
- Treatment: 15% of the total amount after the start of treatment.
- Cooling: 10% of the total amount after the cooling phase.
- Demobilisation / Receipt of Final Report: 15% of the total amount upon demobilisation and receipt of the final report.

4.3. Consequences of Non-Payment

In the event of non-payment of sums due on their due date, the following consequences will apply:

- Suspension of Services: HT reserves the right to suspend its services until payment has been received.
- Contract cancellation: In the event of prolonged late payment (30 days after the due date), HT may cancel the contract without notice or compensation. In this case, the Customer will be obliged to pay for the services already rendered, and HT may demand compensation of 15% of the remaining sums due as a penalty clause.

4.4. Interest on Arrears

Any sum not paid on the due date will automatically bear interest at the legal rate plus three points. Late payment interest will be calculated as follows:

- Interest rate: Legal rate plus three points.
- Application of interest: Interest for late payment will start to run from the first day following the due date of the unpaid invoice and will be calculated until the day of actual payment.

- Compliance with local regulations: This clause complies with industry practice and applicable local regulations, including the European Directive 2011/7/EU on late payment.

4.5. Exclusion of Compensation

The Customer may not set off sums due against amounts that it alleges to be due from HT for any reason whatsoever. Any attempt at offsetting will be considered null and void.

4.6. Collections Litigation

The Customer may not set off sums due against amounts that it alleges to be due from HT for any reason whatsoever. Any attempt at offsetting will be considered null and void.

5. Risks Accepted by the Customer

HT is exempt from the obligation to warn the Customer of risks that are already known or obvious, given the Customer's competence. The performance of the technology depends on many parameters. HT shall not be obliged to provide any advice other than that necessary for the performance of the assignment.

6. Liability and Insurance

No clause or provision of the offer, validated by a purchase order or a contract, may be interpreted as a commitment by HAEMERS Technologies which would be exorbitant to the common law. Under no circumstances will HAEMERS Technologies be held responsible for the consequences of the Customer making abusive savings.

HT assumes an obligation of means and not of result. Its liability is limited to 5% of the fee for the assignment in the event of proven fault, and to 5% of the fee in the event of attributable delay.

Consequently, HAEMERS Technologies does not give any guarantee on quantities: its responsibility in terms of quantities can only be sought by the Client if the assignment explicitly provides for it and according to the following procedure:

- For each item of alleged overrun, the Client determines HAEMERS Technologies' actual share of responsibility and draws up a detailed estimate of its loss based on contradictory measurements and cost prices excluding overheads.
- In the event of disagreement, an arbitrator chosen by mutual agreement will determine the responsibilities and, consequently, the amount of the Client's loss attributable to HAEMERS Technologies.
- Should HAEMERS Technologies be held liable in any way whatsoever, it is expressly agreed that under no circumstances may the damages to be compensated exceed 5% of the fees for the assignment.

7. Ownership of Design Studies

HT retains ownership of the design studies sent to the Customer. The Customer may only use them to carry out the works covered by the assignment and may not divulge their content to third parties without HT's prior written consent.

8. Advertising

HT may provide third parties with information that is not considered confidential and may allow the Customer to visit worksites in progress after informing the Customer.

9. Termination

Any termination procedure must be preceded by a formal notice. Termination by the Customer implies that the services provided are remunerated.

10. Divisibility

If one or more provisions are found to be invalid, the other provisions remain valid. Invalid provisions are replaced by others with the same commercial effect.

11. Disputes and Jurisdiction Clause

For any dispute concerning the contract, only the French-speaking courts of the judicial district of Brussels have jurisdiction.

12. Services Excluded

The assignments exclude, unless specifically remunerated, certain services such as topographical installations, additional surveys, accessibility work, repair of damage to the ground and detection of buried structures. Consequently, HAEMERS Technologies does not give any guarantee as to quantities: its liability as regards quantities may only be sought by the Client if the assignment explicitly provides for this and in accordance with the following procedure:

- the Customer determines for each item of alleged overrun the real share of responsibility of HAEMERS Technologies and establishes a detailed estimate of its loss based on contradictory measurements and cost prices excluding overheads;
- in the event of disagreement, an arbitrator chosen by mutual agreement will determine the responsibilities and, consequently, the amount of the Client's loss attributable to HAEMERS Technologies;
- should HAEMERS Technologies be held liable in any way whatsoever, it is expressly agreed that the damages recoverable may not, under any circumstances, exceed 5% of the amount of the fees for the assignment.