

# General Conditions of “SGS Emergency, Waste and Chemical Services”, abbreviated “SGS EWACS” NV

## 1. BINDING FORCE OF THE GENERAL CONDITIONS

Except in the event of a written agreement expressly deviating from these general conditions, all works and commissions are only accepted and undertaken by SGS EWACS in accordance with the conditions set out below. These conditions are regarded as being known to and accepted by the Principal with renunciation of his own general conditions, and are held as governing the entirety of business relationship between parties, not only with regard to the order, on which occasion the general conditions shall be communicated, but also for all subsequent new offers, orders and agreements; if parties expressly deviate in writing from these conditions or a part thereof for one or more specific orders the conditions remain in force between the parties in respect of the remaining clauses and preceding or subsequent offers, orders and agreements. Work commissioned and accepted, in the widest sense attributable to it and without this list, provided for information only, being in any way limitative, may be concerned with :

- All activities in connection with the collection, treatment, storage, transport, destruction etc. of waste of whatever nature or category;
- All analyses, investigations, studies in connection with the management (treatment, processing, consolidation, solidification) of waste in the widest sense of the word;
- All works arising from aforementioned activities and which are necessary for the performance of the order such as, the following being given by way of example without in any way being exhaustive, e.g. redaction of import and export documents, performance of customs formalities, declaration to regional and national authorities;
- Determination of quantity, stevedoring activities, (re) packaging, loading and chartering;
- All activities which arise directly or indirectly from aforementioned activities whatsoever.

The word “waste” is used in these general conditions in the widest possible sense without any limitation whatsoever including unused or unusable products and by-products, surpluses and waste which originates from household, industrial, craft, agricultural or scientific activities and which could more or less constitute a danger to living creatures and the natural environment and which the

Principal wishes to dispose of, is disposing of, or must dispose of pursuant to current legislation and for which SGS EWACS has received an order.

## 2. DELIVERY OF WASTE

### 2.1 Delivery:

The delivery of “waste” can only take place on the date agreed with SGS EWACS and after all legal formalities, whether regional, national and international, have been performed. Irrespective of the fact that certain technical advices are given by SGS EWACS, the Principal is obliged to beware that packaging, labelling and transport are carried out in accordance with the regulations of the ARAB, the ADR, the general rules on dangerous waste decree, etc. SGS EWACS has the right to deny access to her sites for waste not being in accordance with the directions of the abovementioned regulations.

If at the time of delivery it is stated that the supplied waste differs from the waste being subject to agreement and to which waste has been referred to in the agreement, SGS EWACS reserves the right to return the waste to and for account of the Principal, or, in consultation with the Principal, to stipulate other conditions for the treatment of the waste.

### 2.2 Samples:

At all times SGS EWACS has the right to demand representative samples of the supplied waste from the Principal, which are provided at the very first demand of SGS EWACS. The sampling must be executed in accordance with the guidelines of the competent authority and the specialist technical standards. Without in any way prejudicing the foregoing, SGS EWACS has the right, in case of doubt regarding specification, to take representative samples or cause them to be taken at the Principal's expense without the latter having to give permission or to be warned. SGS EWACS agrees to keep any samples taken or entrusted to SGS EWACS only for a maximum period of three months, with an exception for liquid gas samples which shall be kept only for a maximum period of two weeks. The mere expiry of the aforementioned period implies that the Principal agrees that the samples will be destroyed. The costs of storage and destruction of the samples are for the Principal's account.

### 2.3 Analysis:

SGS EWACS has, without in any way diminishing the duties of the Principal in connection with the specification of the physical and chemical properties, at all times the right to cause analyses to be carried out in a recognized laboratory at the Principal's expense in order to determine the composition of the waste.

### 2.4 Determination of weight:

SGS EWACS determines, in a binding manner, the weight of the supplied waste with the help of gauged means being in accordance with the legal regulations regarding thereto.

### 2.5 Intermediate storage:

In the event of intermediate storage of waste in the installation of SGS EWACS it is expressly determined that the relations between parties are NOT governed by the rules on storage and warehousing set out in art. 1915 and subsequent articles of the Belgian Civil Code, but this interim storage must be seen as the mere making available of storage facilities.

### 2.6 Reports and certificates:

Reports and certificates by SGS EWACS are established on behalf of and for the account of the Principal, who expressly accepts that these reports and certificates purely represent the situation at a given time based upon at random sampling, and that they must always be presented and/or mentioned in their totality and in their particular context.

## 3. OBLIGATIONS OF THE PRINCIPAL

Fulfilment of all the obligations described below as devolving on the Principal forms a necessary condition at any given moment for the accomplishment of the performance by SGS EWACS. In the event of any non-observance of one or more of the obligations described below, SGS EWACS may either abandon the performance of the commission, or carry out the commission by means of additional services, which shall be charged separately.

The Principal must supply SGS EWACS with complete and clear instructions, information (such as but not limited to the physical and chemical characteristics, nature and composition

of the waste) and communications with regard to any commission, in writing and in due time. As the information provider, the Principal alone is responsible for the accuracy and completeness of all instructions, information and communications. The Principal must ensure that SGS EWACS obtains all necessary permits for access to the place of performance of the commission. The Principal shall grant SGS EWACS' employees all necessary facilities to enable them to fulfil their commissions properly, responsibly and safely. The Principal is solely responsible for the use of all technical appliances not belonging to SGS EWACS. The Principal shall ensure that any equipment belonging to SGS EWACS is stored in a suitably adequate and enclosed place and shall ensure its surveillance. The Principal guarantees prompt payment of the amounts invoiced by SGS EWACS.

#### 4. OWNERSHIP

SGS EWACS can never be considered as the producer or the owner of the supplied waste. SGS EWACS may at all times request the Principal to take back his lot of waste in the following cases, which are given purely by way of example and are by no means exhaustive: force majeure, breakdown of the agreed destruction or processing centre, amendment of national and international regulations and legislation, weather conditions, riot, civil war, terrorism, etc. All costs of the return of this lot are at any time to be borne by the Principal. When the supplied lot has been mixed with another compatible lot the return of the mixed lot will take place in proportion to the share of the original lot in the total mixed lot.

#### 5. LIABILITY

All works and commissions performed by SGS EWACS represent an undertaking of means and not an undertaking of result. A delay in the performance of a commission may not give rise to the payment of an indemnity. SGS EWACS may in no case be held liable for the entire or partial non-performance of the commission as a result of the restrictions peculiar to the subject of the order/the investigation and/or the restrictions imposed by an authority who may be reasonably assumed to be so empowered. The liability of SGS EWACS, its organs, subordinates, representatives and subcontractors is excluded for all loss or damage caused by or as a consequence

of any erroneous or negligent execution, unless the Principal proves that such loss or damage is due to a serious offence. In that case the liability per commission, is limited to 10 times the amount invoiced for the performance of the commission, with a maximum of 30.000,- EUR. The Principal remains liable for all damages caused by the waste supplied to SGS EWACS from the delivery till the treatment and undertakes to indemnify SGS EWACS against any possible loss or damage and any possible claims by third parties resulting from any act whatever by the Principal, even if he is without fault. Any claim against SGS EWACS must be submitted within a period of 3 months following the technical performance of the commission – thus before the administrative closure – otherwise the matter is ipso jure forfeited.

#### 6. GENERAL PROVISIONS

##### 6.1 Tariffs:

All tariffs of SGS EWACS are offered exclusive of VAT and environmental taxes, except agreed otherwise in a written agreement. All work performed outside normal working hours, such as, for example, on Saturdays, Sundays and public holidays, may give rise to extra charges being invoiced unless explicitly agreed otherwise. For commissions at home and/or abroad, SGS EWACS may, whether or not at the request of the Principal, entrust the performance of the service to another party, who in that specific case is to be regarded as the sole, exclusive contracting party towards the Principal. All prices agreed by the parties may always be subject to annual revision.

##### 6.2 Conditions of payment:

All invoices of SGS EWACS are to be paid cash by the Principal. In the event of late payment, as from the thirtieth (30th) day following the invoice date and without the necessity of a reminder, an interest will be due equal to 12% a year. Likewise, automatically (ipso jure) and without the necessity of a reminder, a lump sum compensation will be due equal to 10% of the invoice amount, with a minimum of 50,- EUR as indemnity only in order to cover the extra judicial costs. Moreover SGS EWACS is legally entitled to a reasonable compensation for all other recovery costs according to the Belgian law of August 2nd 2002 on combating late payment in commercial transactions. In the event of any late payment, just as for any non-observance of any (specific) obligation devolving on the Principal, SGS EWACS has the right, moreover,

without notice, to suspend automatically the performance of any services whatever and only resume them after payment and/or observance of all obligations.

##### 6.3 Insurance:

Both parties have undertaken to insure their civil liability adequately and to a sufficient extent with an insurance company recognized in Belgium and to produce proof thereof at the simple request of the other party. SGS EWACS declares having assured its extra contractual liability up to an amount of 2.500.000,-EUR.

##### 6.4 Applicable law – Competent Courts:

All possible disputes between SGS EWACS and the Principal shall be governed by Belgian law and failing amicable settlement shall be submitted to the courts of the district of Antwerp which are exclusively competent.