



**WASTE TREATMENT
TECHNOLOGIES**

WTT - MEMBER OF THE
CONVERTUS GROUP

General Terms and Conditions WTT valid for:

- Waste Treatment Technologies Netherlands B.V.
- Waste Treatment Technologies Canada Ltd.
- Waste Treatment Technologies Services B.V.
- Shanghai Waste Treatment Technologies. Co. Ltd

I. General Provisions

Article 1. Definitions

- 1.1. 'WTT'; the private company with limited liability Waste Treatment Technologies Netherlands B.V. with its registered office in Oldenzaal.
- 1.2. 'Client': any natural or legal person which WTT has concluded an agreement or is negotiating the formation of an agreement or to which WTT has sent a quotation.
- 1.3. These conditions apply to all offers and quotations of WTT and all agreements concluded with WTT, regardless of any reference (previous or otherwise) by the Client to its own or other terms of delivery.
- 1.4. WTT hereby expressly rejects any general terms and conditions declared applicable by the Client.
- 1.5. Deviations from these General Terms and Conditions may only be agreed on in writing.
- 1.6. In the event of conflict between a provision of these Terms and Conditions prove void or be annulled, or otherwise lose their validity, the remaining provisions will remain in force to the fullest possible extent.

II. Article 2. Applicable terms and conditions

Waste Treatment Technologies B.V., hereinafter referred to as 'WTT', issues quotations and enters into agreements for the supply of goods and the provision of additional services, exclusively on the basis of the following General Terms and Conditions. Deviations or additions require the express written consent of WTT. Should any provision in an agreement have no legal effect, the remaining provisions shall remain fully in force, unless adhering to the agreement would be manifestly unreasonable.

Article 3. Offers, Formation of the agreement

Offers made by WTT are without any obligation and WTT shall only be bound by an agreement after written confirmation on this part of an order or order confirmation of the Client. Any images, drawings, dimensions, weights, etc., shall be construed as estimates, unless WTT has explicitly stated that they should be regarded as exact. Additions and/or changes to previously concluded contracts, including cancellations of concluded contracts, shall only apply if and to the extent that they have been laid down/confirmed in writing by WTT.

Article 4. Prices

All prices quoted by WTT are exclusive of VAT. The price of the goods to be supplied excludes the work to be performed and the carriage of the goods is paid in accordance with the latest version of the Incoterms rules, unless otherwise provided. If any factors determining the cost of the goods ordered - including, but not limited to the cost of wages, equipment, transportation, etc. - change after the conclusion of the agreement, WTT is entitled to increase the prices accordingly. The price of the work does not include the cost of connection and/or consumption of gas, water, electricity and other infrastructure facilities.

Article 5. Payments

Payments must be received within thirty calendar days of the invoice date. In the event of late payment, the Client is required to pay statutory interest on the unpaid portion, without notice being required for that purpose. Any judicial and extrajudicial collection costs owed by WTT shall be borne by the Client. In the event of late payment, WTT is authorised to suspend performance of the contract until payment has been received in full, and in case payment is not received in full after written demand, to terminate the agreement wholly or in part. The aforementioned is without prejudice to WTT's right to compensation. Set-off of claims against WTT is not allowed. In case of insolvency, moratorium on payments or attachment with respect to the Client, all that the Client owes to WTT is immediately due and payable and can be set off by WTT immediately. If WTT wins a lawsuit, all costs it has incurred in connection with these proceedings are for the Client's account



Article 6. Changes to the work

Any changes to the work will result in contract variations in at least the following instances:

- if the design or the specifications change;
- if the information provided by the Client does not match the actual situation.

Contract extras will be charged based on the value of the cost-determining factors applicable at the time that the contract extras are performed. Contract deductions will be settled based on the value of the cost-determining factors applicable at the time that the agreement was concluded.

Article 7. Supply and purchase

The delivery period specified by WTT is approximate and commences on the date of the conclusion of the agreement and all information that is relevant for the execution of the agreement has been received from the Client. In the event of circumstances that are different to those known to WTT when the delivery period was determined, WTT may extend the delivery period by the time needed to fulfil the order under said circumstances. If the work cannot be fitted into WTT's work schedule, it will be carried out as soon as WTT's schedule permits. In the event of contract extras, the delivery deadline will be extended by the time required to supply (or arrange for the supply of) the materials and parts necessary for those contract extras and to carry out the contract extras. If the contract extras cannot be fitted into WTT's work schedule, they will be carried out as soon as WTT's schedule permits. In the event that WTT suspends its obligations, the delivery period will be extended by the duration that the obligations are suspended. If resumption of the work cannot be fitted into WTT's work schedule, the work will be carried out as soon as WTT's schedule permits. Under no circumstances shall the overstepping of the agreed delivery period entitle the Client to compensation for damages, unless agreed in writing. WTT will only be in breach if, in addition to overstepping the period, it has also failed to fulfil its obligations to the Client, either in full or in part, due to circumstances attributable to the Client, after the expiration of a reasonable further period prescribed in writing. The Client is then entitled to terminate the agreement to the extent its preservation cannot reasonably be demanded of the Client. WTT is authorised to make partial deliveries. The Client has a purchase obligation. A shortcoming, such as the promised documentation not being available, either in full or in part, which does not seriously impede the use of the goods delivered or services rendered, does not constitute grounds for overstepping the term, nor for refusal of purchase or payment.

Article 8. Transfer of risk and ownership

The risk of the goods to be delivered is in all cases and permanently transferred to the Client at the time of arrival at the agreed place of delivery. The ownership of a delivered item only transfers to the Client after the Client has fulfilled all of its obligations to WTT in respect of the delivery of said item, as well as other items previously or subsequently delivered by WTT, including any interest and costs, and work done in connection therewith. In the event of late payment, WTT is entitled to take the delivered goods back or have them taken back without further notice or judicial intervention and the Client shall give WTT permission in advance to access all sites in and around the Client's company for this purpose. The Client is entitled to use any items subject to retention of title within the context of its normal business. The Client is not entitled to pledge or encumber with other restricted rights any goods subject to retention of title.

Article 9. Non-attributable shortcomings

WTT has the right to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations due to circumstances that could not have been foreseen at the time of concluding the agreement, and which are beyond its control. The following will in any case (but not exclusively) constitute such a circumstance: war or similar circumstance, mobilisation, riots, sabotage, terrorism and the threat of terrorism, fire, lightning, implosion or explosion or escape of dangerous gases or substances, natural disasters, extreme weather conditions, strikes, occupation, boycotts or blockades and measures of domestic or foreign governments, such as a ban on import, export, supply or production. WTT is no longer entitled to suspend its obligations if the temporary impossibility of fulfilling its obligations has lasted longer than six months. It will only be possible to terminate the contract after the end of this period and solely for that part of the obligations that have not yet been



met. In such an event, the parties are not entitled to compensation for any damages suffered or to be suffered because of said termination.

Article 10. Shortcomings in goods and work

If there are shortcomings in any of the goods supplied, services rendered or work done, the Client is entitled to free redress by WTT by – at WTT's discretion – repair, replacement or re-performance, subject to compliance with the following conditions:

- Unless otherwise prescribed, the shortcoming became apparent within six months after delivery of the relevant goods or notification that the service or work was carried out;
- The shortcoming was communicated in writing to WTT within 14 days after it reasonably could have been discovered;
- The shortcoming is due to a cause attributed to WTT;
- Any additions or changes to the goods supplied or work performed, repairing or faults and maintenance work was performed by WTT or with the prior written permission of WTT;
- The consumables used meet WTT's specifications;
- Repair of the defect is reasonable possible.

Any parts that become available when replacing parts or items remain or become the property of WTT. Costs for assembling and disassembling the goods supplied shall be borne by the Client. If repair or recovery does not occur at the original place of delivery, WTT is entitled to charge transport, travel and accommodation expenses. WTT may require that goods eligible for repair be sent to WTT or to an address specified by WTT at the expense of the Client. WTT is entitled to recover shortcomings on its own initiative. Shortcomings in repairs are subject to a rectification obligation, as aforementioned and for a duration of three months after performance of the repair, but in any event until the end of the original period of six months. A contract may only be terminated wholly or in part due to a defect, insofar as its preservation cannot reasonably be required of the Client. No warranty is given for defects resulting from normal wear and tear, improper use, or lack of or improper maintenance.

Article 11. Liability for damage

WTT is liable for any direct damage or loss the Client suffers and which is directly and exclusively the result of a shortcoming that is attributable to WTT. However, only damage or loss that WTT is insured against, or could reasonably have been expected to be insured against, is eligible for compensation. If it is not possible for WTT to take out insurance as specified above, or to take it out or extend it under reasonable conditions, at the time of entering into the agreement, compensation of the damage or loss will be limited to the amount charged by WTT for this contract (excluding VAT). Under no circumstances shall damage or loss be reimbursed for loss of profits, loss of income, loss of production, interruption or delay of production or business, loss of information, including the cost of rebuilding it, lost savings, loss of contracts, labour costs made in vain, increased operating costs, higher costs of purchasing elsewhere and discounts or penalties due to third parties, work performed by employees of the Client and/or third parties engaged by the Client, intent or deliberate recklessness of auxiliary staff. Right to compensation for damages shall lapse if no claim is made in writing within fourteen days after the discovery of the damage or loss. Damages will not be taken into consideration for compensation if they are detected more than 6 months after the delivery of the relevant goods or of the notification that the work has been performed. Where WTT provides advice without it being based on an explicit agreement for the provision of advice, all such advice is provided without obligation and WTT accepts no liability in this respect.

Article 12. Intellectual property right

WTT reserves all rights, including the intellectual property rights, with respect to information that it makes available to the Client in the context of the formation and performance of a contract, for example in the form of drawings, diagrams, designs, calculations, descriptions, visualisations, software or related documentation. Disclosure of this information to third parties is prohibited without WTT's explicit consent and it may only be used by the Client within the context of the formation and performance of the agreement. Should no agreement be concluded, the Client shall immediately hand over all data carriers and any copies thereof, including the quotation, to WTT, at its first request. In



case of violation of this provision, WTT is entitled to charge the Client a fine of EUR 100,000 per event. This fine may be claimed in addition to any compensation under the law.

Article 13. Termination

The Client is in default by operation of the law and WTT is entitled to terminate the contract without further notice or judicial intervention, without prejudice to its right to compensation, if the Client:

- Is declared insolvent, is granted suspension of payments, is allowed to participate in the statutory debt management scheme, is placed under guardianship or an administrator is appointed over all or part of the Client's assets, or if an application for one of the above has been filled;
- Transfers control of its business or part thereof wholly or in part, liquidates or closes down its company wholly or in part, or there is any other type of cessation of the Client's business activities;
- Violates one or more of its obligations under the contract and/or these General Terms and Conditions.

WTT shall never be liable to pay any compensation to the Client by reason of the termination. Any amounts invoiced by WTT prior to the termination in respect of that which it has already performed or delivered pursuant to the agreement, remain payable and will be immediately due at the time of termination.

Article 14. Applicable Law and Disputes

Agreements between WTT and the Client shall be governed by Dutch law, to the exclusion of the Vienna Sales Convention (CISG). All disputes between the Client and WTT shall be settled exclusively by the competent court of the District of Almelo, the Netherlands.

III. Special provisions for additional services, such as installation, assembly, commissioning, maintenance, overhaul and repairs, as well as advice, training and support.

Article 1. Quality and scope of WTT's Performance

WTT will carry out the work with care and provide qualified persons for its implementation. If the order was given with a view to it being performed by a particular person, WTT shall always be entitled to replace this person with another similarly qualified person. WTT is only obliged to perform services expressly agreed with the Client. WTT is only required to perform additional work that has been agreed in writing in advance. WTT may consider employees of the Client that order additional work to be qualified to do so. WTT does not accept any liability for the suitability and/or reliability of the designs, drawings, guidelines, materials and similar items, which have been prescribed or provided by the Client, or on its behalf.

Article 2. Advisory and support activities as well as inspections

Unless expressly agreed otherwise, advisory and support activities shall be performed under the responsibility of the Client, making use of WTT's expertise and assistance. WTT is entitled to execute inspections at completed installations during the warranty period. Herewith samples of input waste material can be taken. WTT is entitled to have these samples investigated by an officially recognised laboratory in which the results are binding for both WTT and her customer.

Article 3. Working hours

WTT will carry out the work in normal working hours, unless otherwise agreed. Normal working hours are between 8.30 am and 5 pm on working days. Travel time and waiting time are counted as work time.



Article 4. Client's obligations

The Client warrants that WTT can perform its work promptly and without delay. The Client is obliged to provide WTT with all information and documents WTT deems necessary to carry out the work correctly, in a timely manner, in the required form, and in the required manner. The Client is also obliged to inform WTT immediately of any facts and circumstances that may be relevant to carrying out the work. The Client warrants the accuracy, completeness and reliability of the information and documentation provided to WTT, also if they originate from third parties, insofar as the nature of the order does not dictate otherwise. The Client shall perform at least the services below, at its own account and risk, unless they are not required for the work, or the Parties have agreed otherwise:

- the provision of drawings and other required information and documentation related to the work to be performed and the work location, which are not to be created by WTT;
- the acquisition of licenses and permits required for the execution of the work;
- having third parties take care of the required inspections;
- the execution of civil work, such as cutting work, demolition work, foundation work, painting, groundwork and scaffolding work;
- the supply of gas, water, electricity, air and compressed air in sufficient quantities, including the associated connections, and the provision of adequate telecommunications facilities;
- the disposal of waste water and waste materials, including packaging materials and waste products;
- the provision of suitable work space or accommodation for staff deployed by WTT for the execution of the work, equipped with all reasonable necessary facilities like plumbing, lighting, heating, information and telecommunications facilities, sufficient fixtures and fittings and adequate storage;
- Taking all safety measures and precautions that are necessary or desired by WTT in order to carry out the work according to government regulations. This includes safety measures required under Health & Safety and Environmental legislation in connection with risks associated with the work, which exceed the usual risks associated with the regular activities of WTT. Should the Client fail to meet its obligations as described above, causing a delay in the execution of the work, the work shall be executed as soon as the Client fulfils its obligations and WTT's work schedule permits. Any additional work and/or extra expenses, loss and damage caused by the delay in the execution of the engagement, resulting from failure to perform the required work, or failure to do so on time or in the proper form, shall be at the expense of the Client.

Article 5. Fees

Unless otherwise agreed, settlement shall be effected based on the time spent on the work and any resources employed. Time spent and resources employed are recorded by or on behalf of WTT on the appropriate statements. Copies of these statements will be submitted to the Client to be signed for approval. A statement is considered approved if no reasoned objection is made in writing against its content within fourteen calendar days of its submission. After approval, no objection can be made against settlement based on these statements. Settlement takes place according to the rate, surcharges and prices applicable in the course of carrying out the work at WTT.

The Client will also reimburse WTT:

- Travel and accommodation expenses, including the cost of accommodation or temporary accommodation;
- Charges for the use of tools, devices and special instruments;
- Transport costs.

If a total price of set price has been agreed per unit for the work, this applies to work performed within the normal working hours under Article 3 and based on performance under conditions that are known to WTT at the time the contract is concluded. If, after the conclusion of the contract, cost-increasing circumstances occur or come to light as a result of causes that cannot be attributed to WTT (such as new government regulations or regulations of inspection bodies), WTT is entitled to charge the resulting additional costs to the Client. Contracts for additional work, both verbally and in writing, entitle WTT to additional payment.



Article 6. Completion and acceptance

When WTT deems the agreed work is complete, it shall inform the Client accordingly. The Client shall notify WTT in writing within fourteen days thereafter whether it accepts the work performed. The work shall be considered accepted if the Client fails to provide timely notice of the acceptance. The work shall also be deemed to have been accepted once the work is put into operation by the Client. Any shortcomings that do not seriously impede use do not constitute grounds for non-acceptance, without prejudice to WTT's duty to remedy this shortcoming. Acceptance of the work will discharge WTT from all liability for defects that the Client discovered during the deadline for acceptance or could reasonably have discovered and which the Client failed to notify WTT of in writing.

Article 7. Risk

At the request of WTT, immediately after the supply of material, parts, tools, etc., to the work location, the Client will sign a list indicating in what quantity and state these items arrived at the work location. Any damage and partial or total loss of said items, to the extent that it is not attributable to WTT, shall be borne by the Client. The Client shall bear the risk of any goods originating from the Client being damaged or wholly or partially destroyed before acceptance, insofar as WTT is not to blame for the damage or loss.

Article 8. Termination

The Client is only entitled to restrict the contract or terminate it prematurely with the prior written consent of WTT. In such an event, the Client shall reimburse WTT all expenses, loss and damage associated with the termination.

