



**General Terms and Conditions for Receipt and Treatment
of Wastewater
(GTC-WWT)**

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Article 1 Definitions

The capitalised words in these GTC-WWT have the following meanings:

Acceptance Matrix	The criteria and/or requirements described in the Wastewater Agreement that the wastewater provided by the Provider must meet.
Provider	The party that has concluded a Wastewater Agreement with Evides for the Receipt and Treatment of Wastewater.
Waste Materials	Waste Materials, polluting or harmful substances as described in Article 1.1 of the Environment and Planning Act or any provision that takes its place.
Wastewater	Water that has been polluted with Waste Materials originating from business operations and/or household activities.
Wastewater Agreement	The agreement concluded between Evides and the Provider for the Receipt and Treatment of Wastewater, to which the GTC-WWT apply.
Wastewater Transport System	The infrastructure and facilities, present or to be installed, for transport of the Wastewater, as described in the Wastewater Agreement.
Wastewater Treatment Plant	The Wastewater Treatment Plant of Evides for Receipt and Treatment of Wastewater as described in the Wastewater Agreement.
GTC-WWT	These General Terms and Conditions for Receipt and Treatment of Wastewater.
Competent Authorities	The authorities that have been given the power to enforce the applicable laws and regulations, including the Environmental Protection Agency Rijnmond (DCMR), the Directorate-General for Public Works and Water Management

	(Rijkswaterstaat), and the regional implementing agency for the province of Zeeland (RUD Zeeland).
Evides	Evides Afvalwater B.V. (EAW) or any affiliated company, with which the Provider has concluded the Wastewater Agreement for the Receipt and Treatment of Wastewater.
Plant	The factory and/or plant of the Provider.
Sampling Point	The point at which the quality and quantity of the Wastewater is measured, as described in the Wastewater Agreement.
Receipt	The receipt of Wastewater by Evides.
Party/Parties	Evides and the Provider
Variable Rate	The variable rate based on the actual quantity of Wastewater discharged by the Provider in a given period of time, as specified in the Wastewater Agreement.
Fixed Rate	The annual fixed rate for the Receipt and Treatment of Wastewater by Evides on behalf of the Provider based on the capacity reservation, as specified in the Wastewater Agreement.
Change in the Law	The entry into force and/or amendment of new or amended laws, byelaws, regulations, treaties, orders, permits or other legal provisions (including changes in tax law) that apply to the Wastewater Agreement.
Treatment	The treatment of Wastewater.

Article 2 Wastewater Agreement

- 2.1. A Wastewater Agreement is formed at the time a written agreement is signed by both Parties.
- 2.2. The GTC-WWT are part of the Wastewater Agreement between Evides and the Provider. In the case of a conflict between the GTC-WWT and the Wastewater Agreement, the provisions of the Wastewater Agreement prevail.

- 2.3. Commitments made by Evides employees, additional arrangements or amendments made after the formation of the Wastewater Agreement will only be binding on Evides if expressly agreed between the Parties in writing.
- 2.4. If during the implementation of the Wastewater Agreement it turns out that it must be amended or supplemented, in full or in part, for the proper performance thereof, the Parties will enter into negotiations with each other in a timely manner and attempt to amend the Wastewater Agreement accordingly in joint consultation.
- 2.5. Without prior written permission from Evides, the Provider is not entitled to transfer any right or obligation under the Wastewater Agreement to third parties within the meaning of Section 83(2) of Book 3 of the Dutch Civil Code. The above applies mutatis mutandis with regard to a contract takeover.

Article 3 General obligations of the Provider

- 3.1. The Provider is responsible for the provision of Wastewater that meets the requirements of the Wastewater Agreement, applicable permits and applicable laws and regulations, including the requirements and standards of the Competent Authorities for the release of pollutants to the environment. The Provider shall at all times have the required permits in accordance with the provisions of the Wastewater Agreement in this regard. The Provider indemnifies Evides against and will hold Evides harmless against claims from third parties for damage caused by acts or omissions on the part of the Provider.
- 3.2. The Provider is obliged to provide Evides with the necessary cooperation in the application and implementation of the provisions of the Wastewater Agreement and to monitor compliance with it, in particular by:
- a) informing Evides as soon as possible of (suspected) damage, defects or irregularities in the Wastewater Transport System present;
 - b) granting Evides, or a third party engaged by Evides, access to the site of the Plant of the Provider;
 - c) ensuring that all data identified as necessary by Evides or as regards which the Provider should reasonably understand that they are necessary for the implementation of the Wastewater Agreement is provided to Evides in a timely manner.
- 3.3. If the Provider acts contrary to the Wastewater Agreement, Evides will be entitled to suspend Receipt and Treatment, without prejudice to its other rights of suspension or other rights. The costs of suspension and resumption of Receipt and Treatment will in such cases be borne by the Provider. Evides may attach conditions to the resumption of Receipt and Treatment.

Article 4 Invoicing and payment

- 4.1. Evides will invoice the provider a monthly advance on the amounts to be paid by the Provider under the Wastewater Agreement.
- 4.2. After the expiry of a calendar year, Evides will calculate the amount actually owed by the Provider based on the discharge data of the Provider in the preceding calendar year, and send the Provider a debit note or a credit note.
- 4.3. The Provider will pay invoices no later than within 30 (thirty) calendar days of the invoice date.
- 4.4. The amount of the monthly advance invoice will be determined by the Parties in joint consultation at the time the Wastewater Agreement is entered into. After that, the Parties will determine the monthly advance every year in the fourth quarter, based on the discharge data of the Provider and the forecast for the upcoming calendar year. If necessary, the Parties will enter into consultations on adjustment of the advance.
- 4.5. Evides is entitled to require payment in advance of no more than three (3) advance invoices if it has well-founded reasons to suspect that the Provider will not be able to fulfil its payment obligations or fulfil these obligations in a timely manner. A well-founded reason is in any case deemed to exist if the Provider has failed to pay two (2) consecutive advance invoices in a timely manner.
- 4.6. If applicable, in accordance with the arrangements made in the Wastewater Agreement, Evides will send a (final) invoice for electricity consumption to the Provider two (2) months after the end of the calendar year.
- 4.7. The full amount owed to Evides under the Wastewater Agreement will be immediately and fully due and payable if a circumstance as described in Article 7 arises on the part of the Provider.
- 4.8. The Provider will inform Evides of a change in its invoice address at least one (1) month before the change takes effect.
- 4.9. A difference of opinion on the amounts owed does not suspend the payment obligation of the Provider.
- 4.10. Unless stipulated otherwise in these GTC-WWT or in the Wastewater Agreement, the Parties are not entitled to set off the amounts owed under the Wastewater Agreement.

Article 5 Taxes and levies

All amounts that the Provider owes under these GTC-WWT and the associated Wastewater Agreement will be increased by the applicable taxes, levies, fees, sufferance taxes, etc. that Evides is obliged to pay and/or authorised to charge pursuant to any government decision in connection with the Receipt or Treatment agreed.

Article 6 Termination

In addition to the provisions of Section 265 et seq. of Book 6 of the Dutch Civil Code, either Party is entitled to terminate the Wastewater Agreement in writing, without judicial intervention and with immediate effect, if:

- the other Party is declared bankrupt or a petition for bankruptcy has been filed against the other Party;
- the other Party has been granted a suspension of payments or has applied for a suspension of payments;
- a significant part of the assets of the other Party have been attached;
- the other Party can no longer be deemed capable of fulfilling its obligations.

Article 7 Liability

- 7.1. The Provider shall be liable for the direct damage arising from an attributable shortcoming in the performance of its obligations under the Wastewater Agreement. Direct damage on the part of Evides includes in any case: material damage to the Wastewater Treatment Plant, including costs for repair and/or replacement, costs for necessary alternative treatment of Wastewater, as well as fines and/or sanctions imposed by competent authorities, unless these fines and/or sanctions are entirely the result of an attributable shortcoming on the part of Evides.
- 7.2. Regardless of its basis, the liability of Evides is limited to direct damage and to the amount paid out by the liability insurance of Evides in the relevant case, plus the excess. If, for whatever reason, no payment is made under the insurance, the liability of Evides will be limited to €100,000 (one hundred thousand euros) per event and €400,000 (four hundred thousand euros) per year, with a maximum of €1,000,000 (one million euros) for the entire duration of the Wastewater Agreement. Any and all liability of Evides for any and all fines and/or sanctions imposed by competent authorities on the Provider is excluded at all times. A series of events that is based on the same damage-causing event will be regarded as one event.
- 7.3. Any and all liability of Evides for indirect or consequential damage, such as damage caused by delay, stagnation, business interruption, loss of sales and lost profits is excluded.
- 7.4. The above limitations of liability will not apply if there is intent or wilful recklessness on the part of Evides or its managerial staff.

- 7.5. All claims relating to damage suffered by the Provider shall be submitted to Evides within six (6) months after the damage was discovered or should reasonably have been discovered, failing which any right to compensation will lapse.
- 7.6. In the event that the Provider is liable vis-à-vis Evides, the Provider will also be liable for compensation of all judicial and extrajudicial costs reasonably incurred by Evides to obtain payment of its claim.

Article 8 Force majeure

- 8.1. The Party that is affected by a force majeure situation will inform the other Party in writing to this effect as soon as possible, including a description of the obligations it is unable to fulfil as a result of the force majeure situation.
- 8.2. In the event of force majeure, the obligations of Evides will be suspended and Evides will not be liable for its failure to fulfil any obligation if fulfilment has become temporarily or permanently impossible due to circumstances that are beyond the reasonable control of Evides. The Parties agree that force majeure on the part of Evides in any case includes, but is not limited to:
- a) natural disasters, such as floods, earthquakes and storms;
 - b) extreme weather conditions;
 - c) fire;
 - d) prolonged insufficient availability of raw materials without a suitable alternative, such as water treatment chemicals or energy supply;
 - e) technical failures in the Water Treatment Plant, transport infrastructure, data transmission or other necessary facilities that cannot reasonably be remedied by Evides in the short term;
 - f) strikes or work interruptions;
 - g) shortcomings on the part of third parties engaged by Evides;
 - h) government measures or sanctions that impede or prevent the implementation of the Wastewater Agreement;
 - i) war, terrorism, riots, civil commotion or other forms of social or political unrest;
 - j) pandemics, epidemics or other health crises that affect the functioning of the Water Treatment Plant or the availability of staff.
- 8.3. If Evides fails to fulfil its obligations under the Wastewater Agreement due to force majeure, the obligation to pay the Fixed Rate will be suspended until the force majeure situation has ended.
- 8.4. If the Provider fails to fulfil its obligations under the Wastewater Agreement due to force majeure, the Provider will be obliged to continue payment of the rates specified in the Wastewater Agreement, unless agreed otherwise by the Parties in writing.

- 8.5. In the case of force majeure, Evides will make maximum efforts to resume (full) Receipt and Treatment as soon as possible.

Article 9 Change in the Law

- 9.1. If, after the start date of the Wastewater Agreement, there is a Change in the Law that makes the fulfilment of the obligations of Evides under the Wastewater Agreement more complex or otherwise more burdensome for Evides, such as, for example, in the event that the Water Treatment Plant must be adapted, Evides will immediately inform the Provider and furnish detailed information about the consequences of this Change in the Law. Evides is entitled to charge all extra costs arising from the Change in the Law to the Provider, by adjusting the rates in the Wastewater Agreement or otherwise.
- 9.2. If the Change in the Law requires adjustments to the Wastewater Agreement, the Parties will make efforts in good faith to agree the necessary amendments to the Wastewater Agreement in an addendum to the Wastewater Agreement, with the aim of preserving the original intentions of the Wastewater Agreement as much as possible.
- 9.3. Evides reserves the right to unilaterally amend the Acceptance Matrix if this is necessary as result of a Change in the Law and will do so in a reasonable and transparent manner and with due observance of the interests of both Parties. Any amendment to the Acceptance Matrix will be communicated to the Provider in advance in writing, and all costs associated with the amendment, both on the part of Evides and on the part of the Provider, will be borne by the Provider, including but not limited to the costs for adjusted operating assets and/or working methods.
- 9.4. If the Parties fail to reach agreement on the required amendments within a reasonable period of time, Evides will be entitled to suspend its corresponding obligations under the Wastewater Agreement. If the Parties fail to reach agreement within six (6) months of the date of suspension, Evides will be entitled to terminate the Wastewater Agreement with immediate effect, without prejudice to the right of Evides to additional compensation and without the Provider being entitled to any form of compensation as a result of the termination.
- 9.5. Neither Party can rely on a Change in the Law to obtain an improper advantage or unreasonably disadvantage the other Party.

Article 10 Change of control

- 10.1. If there is a change in the control over the Provider (meaning: the direct or indirect acquisition of more than 50% of the voting rights in the general meeting of shareholders, or the power to appoint or dismiss more than half of the directors), the Provider will immediately inform Evides to this effect in writing.

- 10.2. Evides is entitled to terminate the Wastewater Agreement in writing with immediate effect, without any obligation to pay compensation, if a change of control as referred to in paragraph 1 occurs, regardless of the nature or the consequences thereof.

Article 11 Audits

- 11.1. Evides reserves the right, after written notification given at least thirty (30) calendar days in advance, to have audits or inspections carried out at the Provider with regard to compliance with the Wastewater Agreement, specifically focused on the Wastewater Transport System, the Sampling Point, and the records of the Wastewater provided. The Provider will fully cooperate in the audit or inspection, including but not limited to:
- access to the Plant, documents and staff;
 - providing requested information within a reasonable period;
 - facilitating interviews with employees involved.
- 11.2. The audit or inspection may be carried out by Evides or by a third party engaged by Evides. Evides will make efforts to ensure that the business operations of the Provider experience as little hindrance as possible from the audit or inspection. The costs of the audit or inspection will be borne by Evides, unless the audit or inspection shows that the Provider has failed to fulfil its obligations under the Wastewater Agreement. In such cases, the costs of the audit or inspection will be borne by the Provider.
- 11.3. If shortcomings are identified during the audit or inspection, the Provider will take corrective measures as quickly as possible to remedy these shortcomings. The progress of these measures may be the subject of a follow-up audit or follow-up inspection.

Article 12 Confidentiality

The Parties will not make any statements to third parties about the formation, the existence and/or the implementation of the Wastewater Agreement, other than with the prior written permission of the other Party or unless required to do so pursuant to a legal provision or court order. In the latter case, the provision of information is limited to what is strictly necessary for complying with the legal provision or court order.

Article 13 Applicable law and dispute resolution

- 13.1. Dutch law applies to the GTC-WWT and the Wastewater Agreement.
- 13.2. The Parties will make efforts to resolve all disputes arising from or relating to this Wastewater Agreement amicably in the first instance. If an amicable solution proves to be impossible within a reasonable period, the dispute will be submitted to the competent court in

Rotterdam, unless agreed otherwise by the Parties in writing.
