

1. Definitions – General Terms and Conditions of Sale and Service Provision

General Terms and Conditions: These General Terms and Conditions apply between the Customer and one or more of the following entities:

- o Sonac België BV, having its registered office at Fabriekstraat 2, 9470 Denderleeuw, registered with the Crossroads Bank for Enterprises (KBO) under No. 0473.796.203, and the Register of Legal Entities (RPR) of Ghent.
- o Sonac Gent BV, having its registered office at Braamtweg 2, 9042 Ghent, registered with the Crossroads Bank for Enterprises (KBO) under No. 0400.332.460, and the Register of Legal Entities (RPR) of Ghent.
- o Oleki BV, having its registered office at Fabriekstraat 2, 9470 Denderleeuw, registered with the Crossroads Bank for Enterprises (KBO) under No. 0526.818.084, and the Register of Legal Entities (RPR) of Ghent.

The above entities are hereinafter referred to as 'Sonac' for short.

Customer: The company that requests a quote from Sonac, or places an order with Sonac that is accepted by it.

Order: The agreement between the Customer and Sonac regarding the provision of services and/or delivery of goods to the Customer, as set out in a written agreement or order confirmation.

Agreement: (i) the Order or Orders, (ii) these General Terms and Conditions, and (iii) any applicable special terms and conditions.

2. Scope

- 2.1. These General Terms and Conditions shall apply to all enquiries, quotations, bookings, order confirmations, and Orders exchanged between or concluded by Sonac and the Customer, irrespective of whether they concern the provision of services, the delivery of goods, or a combination of both.
- 2.2. Sonac reserves the right to amend these General Terms and Conditions unilaterally.
- 2.3. The General Terms and Conditions, and any delivery or acceptance terms submitted by the Customer or any other third party, are expressly excluded, regardless of when they were submitted.

3. Quotations, Agreements and Pricing

- 3.1. All quotations issued by Sonac are without obligation and are based on the data provided by the Customer, who guarantees the accuracy and completeness thereof.
- 3.2. In addition to physical signatures, electronic forms of communication may also establish a valid agreement. The Parties waive the application of Article 8.20 of the Civil Code. Consequently, the Agreement does not need to be drawn up in as many counterparts as there are parties.
- 3.3. Unless otherwise stated, all prices are exclusive of VAT, duties, taxes and levies, which shall be paid in full by the Customer.

4. Provision of Services – Collection – Updating of Data

- 4.1. After each collection, Sonac shall email the accompanying transport document to the address provided by the Customer. The Customer is responsible for keeping its email addresses up to date, and must notify Sonac in writing of any changes without delay. The Customer must also check its emails regularly.
- 4.2. If no Customer representative was present at the time of collection, or if the transport document was not signed by the Customer or its employees or agents, an unsigned copy will be sent to the Customer by email. In this case, the Customer undertakes to verify the transport document upon receipt without delay. Any comments, objections or disputes must be communicated to Sonac in writing (by email to info@sonac.biz) within five (5) working days of the collection date. The email must state the document number and provide a detailed description of the dispute, accompanied by supporting evidence where applicable.
- 4.3. If the transport document evidencing the collection has been lost or has not been signed by the Customer (or its employee or agent), the corresponding invoice shall serve as proof of the collection and the details stated therein. In the absence of a timely objection in accordance with Clause 9.3, the invoice shall be deemed to have been irrevocably accepted by the Customer.

5. Provision of Services – Terms of Acceptance

The Customer confirms that it is aware of and will comply with the Terms and Conditions of Acceptance for the various types of containers. The Customer is liable for any fines, damages or costs arising from a breach of these terms and conditions or any other Customer obligations. Where applicable, the Customer shall indemnify and hold harmless Sonac and its agents, subcontractors or auxiliaries in accordance with Article 11 (Indemnity).

6. Delivery of Goods

- 6.1. Unless otherwise specified in writing, deliveries of goods are made on an 'Ex Works' (EXW) basis. Even if the goods are delivered 'carriage paid', they travel at the Customer's risk. Risk passes to the Customer when the goods are loaded, regardless of the time of transfer of title.
- 6.2. If goods are not collected within the agreed delivery period, Sonac reserves the right to cancel the uncollected quantity or part thereof, resell it for the account of the Customer and charge any price deficit, and/or charge storage and financing costs amounting to €0.025 per kg per month or part thereof for overdue collection.
- 6.3. Where the Customer has failed to collect the goods on time, no more than the standard contracted monthly quantity may be collected on a monthly basis thereafter, unless Sonac agrees to higher collection volumes.

7. Delivery of Goods – Quality Control, Complaints and Returns

- 7.1. Upon receipt and before putting them into use, the Customer is obliged to inspect the goods delivered to it. Complaints must be submitted in writing by registered post within 48 hours of receipt to be valid. In the case of bulk deliveries, transferring the goods into a silo shall be deemed final acceptance.
- 7.2. Disputed goods may only be returned with Sonac's prior written consent. The return of the goods does not imply an admission of liability on the part of Sonac. The Customer bears the burden of proof regarding the quality, quantity and other characteristics of the returned goods.
- 7.3. Returnable packaging will only be accepted for return if it is sent carriage paid, is in good

condition and is returned within one month of delivery.

8. Delivery of Goods – Retention of Title

- 8.1. Title to the goods shall pass to the Customer upon full payment being received by Rendac, notwithstanding Article 1583 of the former Belgian Civil Code.
- 8.2. Until full payment has been made, the delivered goods shall remain the sole property of Sonac. While this retention of title remains in force, the Customer shall not be authorised to dispose of, encumber or make the goods available to third parties.

9. Payment Terms and Conditions

- 9.1. Sonac's invoices are issued electronically and are payable in accordance with the terms specified therein. If payment is not made in full by the due date, default interest at a rate of 12% per annum shall accrue automatically from the due date without prior notice of default. In addition, a fixed penalty of 10% of the total invoice amount (subject to a minimum charge of €50) shall apply. This Clause shall neither prejudice the right to claim higher damages nor apply to legal costs and contractual interest.
- 9.2. Payment of an invoice may not be suspended or withheld on the grounds of any alleged delay, defect, or deficiency in the services provided, nor for any other reason.
- 9.3. Invoices that are not disputed by registered post within eight (8) calendar days of transmission, accompanied by a reasoned statement setting out the grounds for the dispute, shall be deemed definitively accepted and shall constitute conclusive proof of the underlying legal transaction. All invoices to VAT-registered companies are transmitted electronically via the Peppol network. These e-invoices constitute the sole legally valid documents. The Customer must maintain software compatible with a Peppol connection to receive these invoices.
- 9.4. Without prejudice to the rights stipulated in Clause 6.2, Sonac reserves the right to suspend performance of the Agreement if the Customer's account with Sonac carries an overdue balance, or if the Customer exhibits financial insolvency or deficient creditworthiness.

10. Limitation of Liability

- 10.1. Sonac shall not be liable for any damage that may arise from goods delivered and accepted.
- 10.2. Unless there is wilful misconduct or gross negligence on the part of Sonac or its agents, and without prejudice to other provisions of these General Terms and Conditions, Sonac's liability for damage caused in connection with the provision of these services shall be limited to the items and amounts for which Sonac is insured. An extract of the policy conditions shall be communicated on demand.
- 10.3. On pain of forfeiture of rights, any claim for liability must be sent to Sonac by registered post within one month of the date on which the claimant reasonably ought to have become aware of the damage, and any legal proceedings for liability must be initiated by the claimant before the competent court within six months of that same date.
- 10.4. Sonac shall not be held liable for indirect damage, including damage that is not the direct result of a breach, loss of goodwill, business interruption loss, reputational damage, loss of profit and revenue, missed savings, costs associated with withdrawing from the market and/or recalling (including a product recall) goods delivered by Sonac and/or goods into which goods delivered by Sonac have been incorporated, compensation (including penalties) owed to third parties, and damage due to delay.
- 10.5. Notwithstanding Article 6.3, §1 and §2 of the Civil Code, the Customer may not bring an extra-contractual claim (in tort) against Sonac or any agent, subcontractor, or auxiliary of Sonac for damage resulting from an alleged breach of a contractual obligation. In such an event, only a contractual claim may be brought against Sonac. Such agents, subcontractors, or auxiliaries may, as third-party beneficiaries, rely upon the provisions of this Clause.

11. Indemnity

Without prejudice to the provisions of Clause 10 (Limitation of Liability), the Customer shall indemnify, defend, and hold harmless Sonac and its agents, subcontractors, or auxiliaries from and against any and all liabilities, obligations, losses, damages, compensation, levies, fines, penalties, back-taxes, claims, judgments, proceedings, costs, and expenses of any nature whatsoever, including all reasonable legal fees and expenses for defence, appeal, and amicable settlement of any lawsuits or proceedings brought against Sonac, as well as all associated investigative costs, arising out of or in connection with the existence, performance, non-compliance with, or termination of the Agreement between the Parties, and which:

- (i) Are caused by the Customer's own negligence, fault, statutory breach, contractual breach, or criminal offence;
- (ii) Are brought by a third party, including but not limited to fines and additional tax assessments imposed on Sonac, irrespective of whether the insurance policies concluded by the Customer or Sonac cover the alleged damage or not.

12. Force majeure

- 12.1. Force Majeure occurs when a Party, as a result of an unforeseeable circumstance, finds it temporarily or definitively impossible to perform one or more of its obligations, even if such circumstance was already foreseeable at the time the Agreement was concluded. The following events shall in any case be considered Force Majeure: destruction of goods due to accidents, industrial disputes, machinery breakdown, strikes or lockouts, fire, riot, war (declared or undeclared), epidemics, pandemics, flooding, legislative changes that halt or impede production and/or supply to Sonac and/or its suppliers, high rates of absenteeism due to illness, electrical, IT, internet, or telecommunication failures, incorrect, delayed, or incomplete information provided by the Customer or any cause or circumstance beyond the reasonable control of Sonac, equipment failures, inability to obtain or a shortage of raw materials, total or partial mobilization, government decisions or interventions (including the refusal or cancellation of a permit or license), fuel shortages, and errors or delays attributable to third parties.
- 12.2. Force Majeure on the part of the Customer shall under no circumstances include: shortages of personnel, production materials, or equipment; default by third parties engaged by the Customer; financial difficulties of the Customer; or the Customer's inability to obtain the necessary statutory or administrative permits required in connection with the services to be provided.
- 12.3. In the event of temporary impossibility, the Party affected by Force Majeure shall be entitled to suspend the performance of its obligations for the duration of the Force Majeure event, plus a reasonable period for reorganization. In the event of definitive impossibility, Sonac

shall be entitled to terminate the Agreement with immediate effect. In both cases of temporary and definitive impossibility, the Customer shall not be entitled to any compensation or damages.

12.4. A Party invoking Force Majeure must, within ten (10) calendar days of the occurrence of the Force Majeure event, notify the other Party in writing that it is invoking Force Majeure and that the performance of the Agreement is delayed or prevented. The Party shall specify the grounds for the Force Majeure, its estimated duration, the concrete consequences of this Force Majeure situation, as well as the measures being taken to mitigate the Force Majeure situation.

12.5. In the event of Force Majeure, the Customer must proceed with the payment of all amounts due or invoiced prior to the time at which Force Majeure was invoked.

12.6. If the Force Majeure situation persists for more than one (1) month, or if it becomes apparent sooner that it is definitively impossible to perform the Agreement, both Parties shall have the right to terminate the Agreement without being held liable or being required to pay compensation to each other. In such an event, Sonac shall under no circumstances be required to refund any amounts already paid by the Customer.

13. Assignment and Subcontracting

Sonac shall have the right, for reasons of efficiency, to: (i) assign or transfer (in whole or in part) its rights and obligations arising under the Agreement, or (ii) subcontract any part of the works, services, or deliveries to be performed to third parties, as it deems necessary or desirable, without the prior written consent of the Customer.

14. Termination of the Agreement under Specific Customer Circumstances

Sonac reserves the right to deem the Agreement dissolved by operation of law and without prior notice of default in the event of the Customer's bankruptcy, liquidation, administration, clear insolvency, or any change to the Customer's legal status. In such an event, all outstanding claims and invoices of Sonac shall become immediately due and payable in full.

15. Invalidity

The invalidity or unenforceability of one or more clauses of the Agreement shall not result in the invalidity of the remaining clauses. Only that part of the provision which is invalid or unenforceable shall be deemed not to exist. All other parts and provisions of the Agreement shall remain in full force and effect. The invalid or unenforceable part shall be replaced by a valid provision that reflects, as closely as possible, the intent and purpose of the original provision.

16. Dispute Resolution

16.1. The Parties may use any electronic records or files in their possession as evidence in any legal proceedings.

16.2. The Agreement concluded between the Parties shall be governed by, and construed in accordance with, Belgian law. All disputes shall be brought exclusively before the courts of the place where Sonac has its registered office, including in summary proceedings.