

1 SUBSTANTIVE ASPECTS

1.1 SCOPE

Article 1 – For all agreements, including preparatory contacts, quotations and correspondence (“the Contracts”) regarding the provision of services or goods (“the Commissions”) between Arcadis Belgium NV and third parties (“the Contractors”) - together “the Parties” - only these general terms and conditions apply.

They form an integral part of all Contracts entered into by Arcadis Belgium NV. The Contractor is deemed to accept them unconditionally, even if they contradict its own general terms and conditions, unless expressly agreed otherwise in writing.

1.2 TERMS

Article 2 - Unless otherwise stipulated in writing, every offer made by a Contractor (“the Offer”) must have a validity period of ninety calendar days after the offer date.

Article 3 - Arcadis Belgium NV must notify its acceptance of the Offer in writing before the Contractor is allowed to proceed with the execution of the Commission.

Article 4 - Parties are mutually bound as soon as Arcadis Belgium NV has communicated its acceptance to the Contractor in writing. A Contract is therefore concluded and enters into force on the date of acceptance of the Offer by Arcadis Belgium NV and remains in force until the completion of the Commission.

1.3 RESOURCES COMMITMENT

Article 5 - The Contractor will execute the Commission to the best of its knowledge and ability, with the care that can be expected from a professional service provider in similar circumstances, according to the rules of the art and taking into account the laws, regulations, requirements and technical standards, effective on the date of entering into the Contract.

1.4 CHANGES

Article 6 - Arcadis Belgium NV has the right to make changes to the Commission in the course of its execution, to impose additional work and/or to request a revision or change of work already performed, under the following conditions:

Arcadis Belgium NV will first communicate any request or intention to change in writing to the Contractor. The Contractor will inform Arcadis Belgium NV in writing, within 5 working days after the request, regarding the consequences of the requested change on the Contractor’s Fee and the timetable for the execution of the Commission. Before the change is implemented, Arcadis Belgium NV will explicitly confirm the change as well as the additional payment and schedules in writing.

1.5 SUSPENSION

Article 7 - The Contract may be suspended for one of the following reasons:

- Suspension due to Force Majeure

The Party that establishes an event or situation arising from circumstances beyond its control which it cannot reasonably foresee and which prevent it from continuing to fulfil its obligations under the Contract (“the Force Majeure”) will immediately notify the other party. In this case, the agreement is suspended due to Force Majeure.

- Suspension by Arcadis Belgium NV

Arcadis Belgium NV can suspend the Contract in whole or in part at any time, with immediate effect.

- End of suspension

If the Party that has notified the suspension wishes to put an end to the suspension and therefore wishes to have the works commenced, it must notify the other Party in writing.

In the event of suspension, Arcadis Belgium NV will pay the Contractor the amount of the Fees that are due for the services performed up to the time of the suspension.

1.6 EARLY TERMINATION

Article 8 - The Contract can be terminated prematurely for the following reasons:

- Termination due to Force Majeure

If a situation of Force Majeure continues for more than 6 months, Arcadis Belgium NV can terminate the Contract.

- Termination due to bankruptcy

In the event of bankruptcy, impending bankruptcy, liquidation or judicial agreement on the part of one of the Parties, the Contract will be terminated automatically immediately and without notice or compensation.

- Termination in consultation

The Contract can be terminated early by mutual agreement.

- Unilateral termination

Arcadis Belgium NV can unilaterally terminate the Contract early, subject to a registered letter addressed to the Contractor with a notice period of 1 month.

- Termination due to non-compliance with the provisions of the Contract

If the Contractor seriously fails to fulfil its contractual obligations, makes serious mistakes or repeatedly makes minor mistakes, Arcadis Belgium NV will report this by registered letter, stating the shortcomings identified.

If the Contractor fails to reply to this within fifteen (15) calendar days after this notification, unless a quicker response is desirable as indicated in the registered letter, Arcadis Belgium NV has the right to immediately terminate the contract at the expense of the Contractor, without prejudice to its right to compensation that it can claim.

In the event of early termination of the Contract, Arcadis Belgium NV will pay the Contractor the amount of the Fees due at that time and not disputed in writing for the services actually provided up to the moment of the termination, less the amount for damages suffered by Arcadis Belgium NV in the event of termination due to non-compliance by the Contractor with the provisions of the Contract.

2 FINANCIAL ASPECTS

Article 9 - The specified fees and costs for carrying out the Commission (“the Fees”) are always exclusive of VAT. The other taxes, levies and duties payable by law, travel, transport and insurance costs are always included in the fees.

Article 10 - The invoices submitted to Arcadis Belgium NV will be payable sixty (60) days after the invoice date.

Article 11 - Upon simple request, Arcadis Belgium NV may require Contractor to submit a social and/or fiscal debt statement within a period of 5 working days.

3 IMPLEMENTATION CONDITIONS

3.1 INDEPENDENCE

Article 12 - The Contractor, who performs its task in complete independence, determines in which circumstances and under which conditions it will fulfil the Commission.

Insofar as Arcadis Belgium NV would give the Contractor guidelines in connection with the execution of the Commission, these will be regarded as a framework guideline, without interfering with the concrete manner of the execution of the Commission.

3.2 DELIVERY TERMS

Article 13 - Delivery term means the period stipulated in the Contract within which the Commission must be completed.

Agreed or stated delivery periods can be regarded as best effort obligations. Exceeding the delivery period entitles Arcadis Belgium NV to compensation for damage suffered.

If it becomes clear that it cannot fulfil its obligations within the agreed delivery term, the Contractor will inform Arcadis Belgium NV of the new delivery term that is being proposed.

3.3 TRANSFER

Article 14 - Arcadis Belgium NV and the Contractor will not transfer or sell their obligations or responsibilities stated in the agreement, unless the other Party has expressly agreed in writing.

Purchasing Conditions

3.4 SUBCONTRACTING

Article 15 - The Contractor is entitled, after express written approval by Arcadis Belgium NV, to transfer, cede or assign its rights and obligations arising from an Contract in whole or in part to third parties, and/or subcontract the Commission in whole or in part.

3.5 INTEGRITY, SAFETY, ENVIRONMENTAL CARE

Article 16 - The Contractor will base its actions on the principles and obligations described in the "Arcadis General Business Principles" (AGBP). The AGBP can be found on the website of Arcadis Belgium NV.

As a professional service provider, the Contractor will take into account the applicable requirements, legislation in the field of Environment and Health & Safety of its own employees, those of Arcadis Belgium and third parties to which its activities relate, and the necessary additional measures concerning care for the environment, and coordinate this with Arcadis Belgium NV where necessary.

3.6 CONFIDENTIALITY

Article 17 - During the term of the Contract, but also after termination thereof, the Contractor will, with the agreement of Arcadis Belgium NV, regard all Confidential Information obtained from Arcadis Belgium NV in the context of the execution of the Commission as confidential, and not disclose this information in any way to third parties unless required to do so by legal or ethical rules.

The Contractor will take all necessary measures to ensure that its Employees and Subcontractors, if any, are bound by the same confidentiality obligation.

3.7 INTELLECTUAL PROPERTY

Article 18 - Arcadis Belgium NV retains all intellectual property rights.

The Contractor waives the right to reproduce, disclose or exploit products such as computer programs, calculation notes, working methods, advice, (model) contracts and other intellectual works of Arcadis Belgium NV, whether or not with the involvement of third parties.

Arcadis Belgium NV obtains ownership of the results of the study and the documents drawn up by the Contractor in the execution of the Commission.

The foregoing also applies in the event of early termination of the Contract, for whatever reason.

4 RESPONSIBILITIES

4.1 LIABILITY

Article 19 - The Contractor bears full responsibility for the quality of his services to be performed and is liable for its mistakes, omissions or errors in the execution of the Commission.

Within the limits as stipulated in mandatory legislation, the Contractor will compensate for the damage that was caused to Arcadis Belgium NV or to third parties due to its mistake, negligence or error.

4.2 INSURANCE

Article 20 - The Contractor has taken out statutory insurance against occupational accidents as well as civil and professional liability insurance with an approved insurance company. The necessary certificates must be submitted at the simple request of Arcadis.

4.3 FORCE MAJEURE

Article 20 - Neither Party will be deemed to have committed a breach of contract if the normal performance of the contractual obligations is prevented or delayed by an instance of Force Majeure.

The Party that invokes this will immediately notify the other Party in writing, unless force majeure itself prevents this. Such message will contain a brief description of the force majeure and an estimate of the expected delay.

If the situation of force majeure disappears, the relevant Party will again give written notice to the other Party.

5 LEGAL ASPECTS

5.1 APPLICABLE LAW

Article 21 - This Contract will be governed by Belgian law.

5.2 NULLITY

Article 22 - The nullity or unenforceability of a provision of these general terms and conditions does not in any way jeopardize the validity and enforceability of the other provisions of these general terms and conditions.

If necessary, the invalid provision should be replaced by a legally valid one that best reflects the spirit of the invalid or unenforceable provision.

5.3 WAIVING OF RIGHTS

Article 23 - Failure to immediately enforce any right or authority by a Party will not affect or limit the rights and powers of that Party. Waiver of any provision or conditions will only be effective if this has been done in writing.

5.4 RESOLUTION OF DISPUTES

Article 24 - The Parties will make every effort in the event of a dispute regarding the interpretation or execution of the contract or the service and shall not refrain from anything in order to seek an amicable settlement of this dispute.

Any dispute regarding the validity, interpretation or execution of the Contract and the related agreements over which no amicable settlement can be reached between the parties will be settled by the courts of the judicial district of Brussels.