

General Purchase Conditions

1. Definitions

In these conditions, the following definitions shall apply:

Veolia:	Veolia Netherlands B.V. and its subsidiary companies established in the Netherlands;
Supplier:	Producer and/or seller of Goods and/or Services;
Parties:	Veolia and the Supplier;
Purchase Order:	Document concerning an agreement which has been issued by a legal representative of Veolia to purchase certain Goods or Services in certain quantities at a specified time;
Goods:	Products that the Supplier delivers to Veolia;
Services:	Activities which the Supplier carries out for Veolia;
Personal data:	All information about an identified or identifiable natural person, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more elements that are characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person;
Processing:	Any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automatic means, such as: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, publication or otherwise making available, alignment or combination, protection, erasure or destruction;
Data subject:	Identified or identifiable natural person to whom the processed Personal Data relate;
Personal Data Breach:	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to data transmitted, stored or otherwise processed;
Supervisory Authority:	Autoriteit Persoonsgegevens, responsible for supervising compliance with the laws relating to the processing and protection of Personal Data in the Netherlands.

2. Applicability of Conditions

These General Purchase Conditions apply to all requests for quotations, orders, purchase orders and agreements for the supply of Goods and Services to Veolia. Additions to and/or deviations from these General Purchase Conditions require the express written consent of Veolia. The applicability of the general conditions of the Supplier are hereby expressly rejected unless agreed otherwise in writing.

3. Offers

All offers are deemed to be binding unless the Supplier expressly indicates in writing that a non-binding offer is being made. Purchasing Orders based on a non-binding offer are binding unless the Supplier rejects this in writing immediately after the written order has been issued.

4. Purchase Order

The Purchase Contract is concluded at the moment that Veolia has agreed in writing with the Supplier's offer. Verbal commitments by and agreements with employees or persons acting on behalf of Veolia are not binding, unless confirmed in writing by a legal representative of Veolia.

5. Order Confirmation

If the Supplier, within two weeks of sending the Purchase Order by Veolia, has not confirmed by means of an order confirmation, Veolia reserves the right to revoke the order it issued. If the order confirmation deviates from the original order, Veolia is only bound after it has explicitly agreed in writing with the deviations(s) in the order confirmation.

6. General Supply and Delivery

Supplies and deliveries take place at the place and time mentioned in the Purchase Order. Agreed delivery deadlines are to be regarded as mandatory deadlines. By merely exceeding the delivery deadline the Supplier is in default without any proof of default being required. The Supplier is obliged to inform Veolia about a (potential) delay. Compliance with this notification duty does not affect the consequences of the delay pursuant to these General Purchase Conditions and/or under any legal provision.

Without prejudice to the right to compensation and without prejudice to any other right of Veolia, the Supplier, in case of a delay, owes an immediately payable penalty from the day the delivery is delayed. This penalty is 5% of the total amount payable by Veolia under the Purchase Contract per calendar week the delay continues; with a maximum of 25% of the total amount payable by Veolia under the Purchase Order.

Acceptance of deliveries and activities as well as doing payments concerning the matter do not constitute a recognition of the deviation(s).

The activities must be performed during standard business hours, unless expressly agreed otherwise. The travel and waiting times can not be charged, unless explicitly agreed otherwise between Veolia and the Supplier in writing.

7. Delivery of Services

The completion and acceptance of completed work will be done by means of an official report of completion signed by both Parties.

The Supplier shall perform the activities to be carried out under the agreement himself. The Supplier guarantees that the performance of work activities is carried out by qualified personnel using new materials. The Supplier is expressly prohibited in the execution of the activities under the Agreement to use third parties, including the hiring of personnel, and/or outsourcing work wholly or partly to third parties, including subcontractors, unless explicitly agreed otherwise between Veolia and the Supplier in writing.

8. Delivery of Goods

Delivery shall be Delivered Duty Paid (DDP) according to the current version of Incoterms, including unloading the Goods at the place of destination.

The Supplier warrants that the Goods to be delivered are new, of good quality, according to the specifications and free from defects. The Goods to be delivered will be accompanied by a packing list including a Purchase Order Number and with a specification of the contents of the shipment.

9. Transfer of ownership and risk

The ownership of the Goods shall be transferred to Veolia after completion of the delivery. Contrary to this, however, in the event that payments are made before delivery, ownership will already be transferred to Veolia at the time of the payment in proportion to the payment. The Supplier will confirm this partial transfer of ownership at each partly payment in writing.

Unless expressly stated otherwise in the Purchase Order, the Supplier shall be responsible and bear all risks of loss or damage to the Goods as ordered under the Purchase Order until such Goods are actually delivered to the place of destination, place of approval, or place of acceptance specified in the Purchase Order. However, if the Goods are immediately rejected upon delivery the Supplier will continue to carry the risks referred to.

10. Packaging

The Supplier is obliged to pack the goods properly at his own risk and expense. The goods must be packed in such a manner that they can be handled during transport and unloading. The packaging should be as economical, safe and careful as possible and must comply with the current laws and regulations in the field of safety, working conditions and environment.

11. Safety, Quality and Environment

While the Supplier is present on the premises and/or in the buildings of Veolia or a customer of Veolia, he must comply with the operational, safety and other regulations that apply. The Supplier shall ensure that its subcontractors (in as far as subcontracting has been approved) abide by this article.

The Supplier shall at the time of execution of the activities to which VCA */** certification applies, be in the possession of a valid VCA */** certificate or a certification equivalent to it.

The Supplier shall apply a quality system that is certified according to the ISO 9001 quality standards. Without written permission from Veolia it is not permitted to deviate from the quality standards of ISO 9001. The Supplier shall implement an environmental management system that is in line with the standards of ISO 14001.

12. Inspections and Tests

Prior to acceptance Veolia has the right to test or audit or have the Goods tested or audited by officials appointed by Veolia in advance of the moment of delivery at the Supplier's or on delivery at the agreed location. The Supplier shall in every possible manner cooperate with such an inspection. The Supplier may not derive any rights from the results of an inspection. On rejection Veolia can demand either replacement or repair of the Goods inspected, or proceed to terminate or cancel the Purchase Order in accordance with Article 14. The costs are borne by the Supplier. All this does not affect the right of Veolia for damages. All costs relating to testing and

re-testing are borne by the Supplier, except for costs of officials appointed by Veolia.

13. Additional Work

Veolia reserves the right to change the scope of the delivery even if this has additional or less work as a consequence. If the Supplier is of the opinion that the changes affect the agreed price or delivery time, he will immediately inform Veolia thereof in writing. For any additional work, the Supplier shall issue a quote for the additional work to be performed by him. Additional work will be carried out only after a written Purchase Order from Veolia. As additional work are not considered those activities that should reasonably be regarded as work to be performed under the agreement, in order to be able to deliver this work according to the nature and purpose of the Purchase Order, and according to the conditions that may be required for proper work.

14. Annulment

Without prejudice to other rights and other provisions of the terms and subject to the right to compensation, Veolia can terminate the contract without judicial intervention through a written extrajudicial statement, if:

- the Supplier fails to meet one or more obligations under the agreement;
- the Supplier has been declared bankrupt, has applied for a moratorium, has shut down his business, his assets have been seized, or transfers his business to third parties;
- disapproval occurs after testing or re-testing.

15. Price

All agreed prices are fixed and binding, in Euros, including all fees and charges in connection with the fulfilment of the obligations of the Supplier.

16. Invoicing and Payment

The Supplier will invoice after the delivery of Goods or the delivery of Services. Payment shall be made within 60 (sixty) days after the date of receipt of the invoice and acceptance of the Goods and/or Services by Veolia. Veolia is entitled to settle payments, interest, costs and damages payable by the Supplier to Veolia or that will become payable, with his debt to the Supplier. Payment of the invoice by Veolia does in no way imply an acceptance or waiver of rights.

17. Sequential Liability

The Supplier shall keep such records that the actual labour costs may be deducted from them. The invoice will include a specification of the labour costs. In certain cases, to be established by Veolia, Veolia will pay (part of) the labour costs for which Veolia is liable according to its assessment under the "Sequential Liability Act" or other regulations, either through an escrow account, either directly to the Tax Authorities, the Business Association and/or the employee in question. The Supplier will indemnify Veolia of any claim by the Business Association, the Tax Authorities and/or the employee concerned.

The Supplier agrees:

- to comply with the applicable laws and regulations and the applicable collective labour agreements in the execution of the Agreement ;
- to be registered with the Chamber of Commerce or any foreign registry for companies at any time
- to record all work conditional agreements for the purpose of execution of the agreement in a clear and accessible way.
- if requested, to provide competent authorities access to the terms of the employment agreements, and also Veolia if it deems this necessary in connection with the prevention or treatment of a pay claim on work done when implementing the agreements, to cooperate in inspections, audits or salary validation.

The Supplier is required to fully impose all obligations under this Article on all parties with whom the Supplier enters into agreements for the purpose of implementing this agreement. The Supplier is obliged to also stipulate here that these parties include aforementioned contractual obligations fully in contracts they enter into for the purpose of implementing this agreement.

18. Warranty

The Supplier guarantees that the Goods and/or Services delivered by him will be free from defects and can thus be used for their intended purpose, are of good quality and meet all the requirements under the Purchase Order. If, within 24 months of acceptance by Veolia a defect occurs, the Supplier is required, regardless of the cause of the defect, to replace or repair the Goods within a reasonable time to be determined by Veolia, or, provided that there is no conflict with reasonableness and fairness, to take back the Goods and immediately reimburse the Goods.

Veolia Nederland B.V.

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In case of default by the Supplier Veolia has the right to a replacement, repair or renewed execution at the expense of the Supplier, with or without the help of third parties. Veolia will, if it wants to exert this right first inform the Supplier in advance. All costs associated with the fulfilment of the warrant, including damages, shall be borne by the Supplier. This provision does not apply in case of a defect caused by wilful act or gross negligence on the part of Veolia. The warranty period will be extended for the period in which the delivery has not met the requirements of the Purchase Order.

19. Liability

The Supplier is obliged to compensate all damage suffered by Veolia due to or in connection with the execution of the Purchase Order. Without being exhaustive, the Supplier is responsible for the direct and indirect consequences of a late delivery as well as liable for damages caused by his staff or employees and/or contractors, subcontractors or third parties the Supplier has hired to realize the implementation of the agreement. The Supplier's indemnification obligation shall not exceed:

- Euro 2,500,000.--per claim for Redemption orders with a total value equal to or less than Euro 10,000.- and
- Euro 5,000,000.-- per claim for Redemption orders with a total value exceeding Euro 100,000.-.

The same limitation of liability applies to Veolia for its contractual and extra-contractual liability. Veolia's liability in all cases is limited to the amount its insurer pays in such a case.

The Supplier shall be obliged in this respect to sufficiently insure his liability and to keep it insured. At the request of Veolia, the Supplier shall immediately hand over the insurance certificates and evidence of payment of the premium to Veolia.

20. Secrecy

The Supplier is obliged to keep confidential all information and data of Veolia which the Supplier learns or receives under the Purchase Order, including but not limited to drawings and technical specifications. All information as well as any copies remain the property of Veolia. The Supplier shall return these to Veolia at first request

The Supplier shall not use the name of Veolia in ads and other commercial manifestations without the prior written consent of Veolia. Per infringement Veolia is entitled to a fixed compensation of 10,000.- Euro, while Veolia reserves the right to prove greater damage.

21. Transfer of Rights

The Supplier shall not transfer the rights and obligations arising from the contract in whole or in part to third parties without the prior written consent of Veolia.

22. Intellectual Property Rights

All models, layouts, designs, sketches, drawings, specifications, technical information, trademarks, logos or other information derived from Veolia and covered by industrial and/or intellectual property rights of Veolia, remain the property of Veolia. Without the prior written consent of Veolia the Supplier or any other party is prohibited the use of this information.

The data, results, reports, documentation, software and other intellectual property obtained by Veolia under the agreement, are part of the agreement and will be irrevocably, immediately and automatically be transferred to Veolia.

The Supplier shall indemnify Veolia against third party claims based on (alleged) infringement of intellectual property rights to the Goods and/or Services.

23. Regulations Regarding the Environment and Hazardous Substances

The Supplier shall comply with all applicable laws and regulations in the field of environment and transport, storage and use of hazardous substances.

24. Applicable Law

Agreements between Veolia and the Supplier shall be governed by Dutch law. All disputes between Veolia and the Supplier shall be settled by the competent court within the Utrecht district. The Supplier is not allowed in case of disputes to interrupt or terminate his contractual obligations. The Vienna Sales Convention (CISG) does not apply.

25. Sustainable Development Veolia

Veolia actively supports sustainable development at an international level. Veolia expects its Suppliers to be committed to achieve the objectives in this area, particularly with regard to the ethical, social and environmental aspects of sustainable development. Veolia also encourages its Suppliers to apply these sustainability goals in their own company. Thus the Supplier undertakes to observe:

- the applicable national laws and regulations relating to working conditions and compliance with the conventions of the ILO (International Labour Organization) of the United Nations on employment of clandestine workers, child and forced labour, and regarding equality opportunities and freedom of association by means of a union.
- the appropriate personnel and safety regulations at the work and construction sites concerned and aims to monitor the working conditions of its employees and where possible improve them.
- the applicable regulations in respect of the protection of the environment and to work on the reduction of the negative impact on the environment. As part of this contractual obligation, the Supplier shall:
 - o provide Veolia with all information or resources Veolia deems necessary in the course of its inspections and analyses in the field of sustainable development;
 - o take corrective measures requested by Veolia in response to observations made by Veolia, particularly following an audit and/or inspections.

Each year, the Supplier will report the progress of actions in the field of sustainable development. The extent to which the Supplier shall comply with the obligations listed in the article, as well as any previous information about sustainable development will be taken into account in negotiations for the purpose of renewing the current agreement.

26. Anti-corruption

When implementing this agreement, the Supplier undertakes to comply strictly with applicable laws that curb the bribery of public officials and private persons, corrupt manipulation or money laundering, in particular where this may lead to the exclusion of a public contract including:

- the applicable Dutch law, such as Articles 177 to 178a, 328ter and 362 to 364 of the Dutch Criminal Code (Wetboek van Strafrecht);
- the 1977 Foreign Corrupt Practices Act of the United States;
- the 2010 UK Bribery Act;
- the OECD Convention of 17 December 1997 on combating bribery of foreign public officials in international business transactions;
- the French Loi Sapin II.

The Supplier undertakes to take and implement all necessary and reasonable policies and measures to prevent corruption.

The Supplier declares that, to his knowledge, his legal representatives, directors or managers, employees, agents, and anyone performing Services for or on behalf of Veolia under this Agreement do not directly or indirectly offer, give, agree to give, allow, ask for, or accept money, any benefit, gift or anything else of value or will do so to any person, business or entity whatsoever – including all government officers, employees or officials, representatives of political parties, candidates for political office, person holding a legislative, administrative or judicial position of any kind – for or on behalf of a country, public authority or government enterprise or officials of a public international organization, for the benefit of corrupt manipulation of those persons in their official capacity, and/or for the purpose of rewarding or provoking the unauthorized exertion of a relevant function or activity by a person in order to obtain contracts for Veolia or of any benefit in the management of Veolia or to maintain it.

The Supplier further undertakes to ensure that neither the Supplier, nor any of its legal representatives, directors or managers, employees, agents, subcontractors and anyone performing Services for or on behalf of Veolia, has been, or still is, designated pursuant to this Agreement as being excluded from a government body, suspended, proposed to be suspended or excluded, or otherwise ineligible to participate in public procurement procedures and/or bids for tenders published by the World Bank or any other international bank.

The Supplier undertakes for an appropriate period after the termination of this agreement, to maintain accurate supporting documentation as to the compliance with the terms of this clause.

The Supplier undertakes to report a violation of any provision of this clause to Veolia within a reasonable time.

If Veolia reports the Supplier that Veolia has reasonable grounds to believe that the Supplier has violated any provision of this clause:

- a) Veolia has the right to suspend the fulfilment of this agreement, without further notice, for as long as Veolia considers it necessary to examine the behaviour concerned without any liability or obligation to reimburse the Supplier for such a suspension;
- b) the Supplier shall be obliged to take all reasonable measures to prevent the loss or destruction of all evidence relating to the behaviour concerned.

If the Supplier violates any provision of this clause:

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- Veolia may immediately terminate this Agreement without prior notice and without liability;
- The Supplier will compensate Veolia for any loss, damage or cost incurred by Veolia arising from such breach, to the maximum extent permitted by law.

27. Processing and protection of Personal Data

If the Supplier processes Personal Data during the execution of the agreement, the Supplier shall process and protect the Personal Data in a proper and careful manner in accordance with the provisions of the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*) and the European General Data Protection Regulation.

The Supplier shall immediately inform Veolia of any request and/or complaint made by the Supervisory Authority or the Data Subject with regard to the Personal Data processed in the execution of the agreement.

The Supplier cooperates with Veolia when the Data Subject wishes to exercise his or her rights such as, but not limited to: the right to access, correct, delete, object to the processing of his or her Personal Data and the right of transferability of his or her Personal Data.

The Supplier shall immediately inform Veolia of any judicial order, subpoena, legal obligation or other obligation to share Personal Data with third parties.

The Supplier informs the Veolia about a (potential) Personal Data Breach within 24 hours after its discovery. The Supplier will keep Veolia informed of new developments concerning the Personal Data Breach and will cooperate with Veolia in reporting the Personal Data Breach to the Supervisory Authority.

The Supplier shall provide the following information in the event of a Personal Data Breach (to the extent possible in the given situation):

- a detailed description of the Personal Data Breach;
- type/type of Personal data involved in the Personal Data Breach;
- The number of persons of whom the Personal Data are involved in the Personal Data Breach;
- the identity of the persons involved in the Personal Data Breach;
- the measures taken to limit the negative consequences for the Data Subjects and to remedy the Personal Data Breach;
- The cause of the Personal Data Breach; and
- the duration of the Personal Data Breach and the time of its occurrence.

Any costs incurred to solve the Personal Data Breach shall be for the account of the party who incurs the costs, unless the Personal Data Breach was caused by non-compliance with the Purchase Order by the Supplier. In such case the costs shall be for the account of the Supplier. In addition, Veolia reserves the right to seek other remedies.

For matters relating to (i) a request for execution of rights by the Data Subject, (ii) a request from the Supervisory Authority, (iii) the execution of a court order or a legal obligation, (iv) a potential incident and/or (v) a possible Personal Data Breach, the Supplier will always send an e-mail to: dataprotection.nl@veolia.com. Such in addition to any other means of communication that may be used.

The Supplier shall retain the Personal Data only for as long as needed for the proper performance of the agreement. Upon request of Veolia, the Supplier shall return to Veolia and/or destroy the Personal Data it has processed during the execution of the agreement.