

1. **Definitions.** For the purposes of these General Terms and Conditions (the "Conditions"), the following words have the following meanings:
 - 1.1 "Affiliate" means a Party's directors, officers, employees, shareholders, agents, independent contractors, parent, subsidiary, or a company under common ownership with such Party;
 - 1.2 "Client" means the party or parties entering into the Contract with Sustainalize;
 - 1.3 "Contract" means the Proposal issued by Sustainalize to Client and the Conditions, as either may be modified in writing by Sustainalize and Client under Clause 20;
 - 1.4 "Sustainalize" means Sustainalize BV, Sint Annastraat 20, 1000 Brussels;
 - 1.5 "Party" means Sustainalize or Client, as indicated by the context;
 - 1.6 "Price" means the price set out in the Proposal or determined by Clause 5 (as the case may be), subject to adjustment pursuant to the Contract;
 - 1.7 "Project" means the tasks stated in the Proposal and all additional tasks performed by Sustainalize in connection with the Services;
 - 1.8 "Proposal" means the document(s) issued by Sustainalize to Client, including any assumptions, conditions and limitations relating to the Project, in which Sustainalize describes, and offers to perform, the Services;
 - 1.9 "Services" means any work performed or to be performed by Sustainalize for Client under the Contract; and
 - 1.10 "Site" means any site(s) upon which the Services may be conducted or in relation to which the Services may be performed.
2. **Interpretation.** Words in the singular also include the plural and vice versa. Clause headings are for convenience only and shall not limit the meaning or construction of the Conditions. Any reference to a Clause means a clause of the Conditions. Any reference to a specific item as included within a general category shall not exclude items of a broader or similar nature, unless otherwise expressly stated. Unless otherwise agreed in writing, the Conditions shall govern the relationship between Sustainalize and Client to the exclusion of any other terms and conditions put forward by or on behalf of Client.
3. **Proposal.** The Proposal shall be firm for a period of thirty days from the Proposal date, or for such period as is stated in the Proposal, after which Sustainalize may withdraw or modify the Proposal. Except as otherwise expressly provided in the Proposal, fees, costs and time schedules stated in the Proposal constitute Sustainalize's estimated probable cost and time for the specified Services. The estimated probable cost shall not be deemed to be a guaranteed maximum price for performing the Services. If Sustainalize at any time considers that a change to the nature, time or extent of the Services is required or advisable, Sustainalize shall notify Client of such change and the implications of such change on the Price and time schedule. No such change shall be made without Client's consent, except as necessitated by a sudden event or an emergency.
4. **Standard of Care.** In performing the Services, Sustainalize shall exercise that degree of skill and care ordinarily exercised under similar circumstances at the same time by environmental, health, safety or sustainability consulting professionals performing substantially similar services at the same or similar locality.
5. **Price.** Where payment for the Services is on a time-and-expense or cost reimbursable basis:
 - 5.1 Professional fees, expenses and subcontracting costs incurred in providing the Services shall be charged as indicated in the Proposal. Professional fees apply to all: (i) full-time, part-time, temporary and seconded employees of Sustainalize and its related companies; (ii) temporary employees whose direct compensation is paid by a temporary staffing agency; and (iii) contracted consultants.
 - 5.2 Professional fees stated in the Proposal shall be subject to annual adjustment by Sustainalize on 1 April of each year and, after reasonable notice to Client, at such time as billing rates of Sustainalize personnel are adjusted in order to provide for promotions or salary increases to such personnel. If such professional fees are not stated in the Proposal, then rates shall be Sustainalize's standard professional fees at the time the Services are provided.
 - 5.3 Expenses incurred in providing the Services shall be charged on the basis of actual cost to Sustainalize and subject to the addition of a handling and administration charge of 15 per cent, except as otherwise specified in the Proposal. Certain vendors and subcontractors offer Sustainalize trade or volume discounts, rebates or other special pricing arrangements that may not be passed through to Client or reflected in invoices.
 - 5.4 If Sustainalize personnel are called or subpoenaed for a deposition, examination, hearing, tribunal, government inquiry or court appearance, or for a similar purpose by whatever name and in whatever jurisdiction in a dispute arising out of the Project and to which Sustainalize is not a named party, Client shall reimburse Sustainalize on a time-and-materials basis at Sustainalize's then effective professional rates plus 40 per cent and for all costs incurred in connection therewith in accordance with Clause 5.3. Such Services shall be governed by the Contract.
6. **Invoices and Payment.**
 - 6.1 Within 5 business days of Client's delivery to Sustainalize of a signed acceptance of the Proposal, Client will pay the amount stated in the Proposal, as Sustainalize's initial retainer for Project fees and expenses.
 - 6.2 Except as otherwise specified in the Proposal, each invoice is payable by Client within fourteen days of the invoice date. After this period, Sustainalize will be authorised to charge damages at a fixed rate of 10% of the invoice total with a minimum of €250 and to charge a delay interest at the rate as provided for in Article 5 of the Act of 2 August 2002 on the combat of arrears in payment in commercial transactions, without prejudice to the other rights of Sustainalize.
 - 6.3 All fees quoted are exclusive of value added tax or similar tax as is applied in the country in which Sustainalize provides the Services, which shall be charged in addition at the prevailing rate. If withholding tax is required to be paid over to any tax authority in connection with the Contract, then the sum payable to Sustainalize will be increased by an amount that will yield to Sustainalize the same amount it would have received had no withholding tax been paid. Client agrees to apply the provisions of relevant tax treaties so as to exempt or reduce any withholding tax. Unless the Parties agree otherwise, all payments by Client to Sustainalize shall be made in Euros and by direct transfer to Sustainalize's bank account, details of which are set out in the relevant invoice. Invoices may be submitted to Client by Sustainalize electronically.
- 6.4 Client shall not in any circumstances or for any reason whatsoever be entitled to make any deduction or withhold any sum from the fees payable to Sustainalize by way of set-off. Notwithstanding any facts and circumstances surrounding the Contract, Client shall pay Sustainalize for the Services rendered to it regardless of whether the Services are intended in whole or in part to benefit a third party.
- 6.5 If Client does not pay the invoices as mentioned, Sustainalize may, after giving five days' notice, suspend the Services without liability until all past due accounts (including fees and accrued interest) have been paid. If Sustainalize must take legal action to be paid for the Services and prevails, all collection and legal costs associated with such action shall be reimbursed by Client.
7. **Force Majeure and Emergencies.**
 - 7.1 Price and time commitments under the Contract are subject to equitable adjustments for delays and changed conditions caused by Client's or the Site owner's failure to provide complete or accurate information, any required approvals or suitable access to a Site, or for delays and changed conditions caused by unpredictable occurrences or circumstances beyond the reasonable control of either Party, such as fires, floods, earthquakes, strikes, riots, war, kidnapping, terrorism, threat of terrorism and any resulting security measures, acts of God, changes in applicable law or regulations of any governmental authority, or the presence of hazardous materials or waste of a nature or in locations, quantities, concentrations or conditions which could not reasonably have been expected by Sustainalize ("Force Majeure").
 - 7.2 If Sustainalize determines that the health or safety of its personnel or any subcontractor's personnel or the environment or property of Client or others is or may be at risk in performing a Project such circumstances shall also constitute a Force Majeure and Sustainalize shall have the right to take whatever measures it deems necessary to prevent any threatened damage, injury or loss and recover the reasonable and actual costs of such measures from Client. Where it is impracticable in an emergency situation to obtain prior Client authorisation, Sustainalize shall be entitled to act pursuant to this Clause at its discretion.
8. **Client Responsibilities.** Client shall be responsible for providing all reasonable assistance required by Sustainalize in connection with the Services, including any assistance specified in the Proposal. In particular, Client will provide Sustainalize with the following:
 - 8.1 Reasonable access to and egress from the Site by Sustainalize and its subcontractors and their respective personnel and equipment.
 - 8.2 Clean, secure and unobstructed space and areas at the Site for Sustainalize's and its subcontractors' equipment and vehicles.
 - 8.3 Specifications (including facility and Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or aboveground at the Site that pertain to the stated scope of work or are necessary to assist Sustainalize in performing the Services and in successfully carrying out the Project.
 - 8.4 Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles or sensitive conditions before Sustainalize commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client shall indemnify and defend Sustainalize against any damage, loss, harm or injury arising therefrom.
 - 8.5 All information related to the Project in Client's possession, custody or control reasonably required by Sustainalize. Sustainalize has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of any information provided by, on behalf of or at the request of Client or any governmental authority to Sustainalize or anyone providing services for Sustainalize relating to the Services. Client agrees to review all Proposals, designs, schematics, drawings, specifications, reports and other required Project deliverables prepared by Sustainalize for Client for the accuracy and completeness of factual information provided by or on behalf of Client for inclusion therein and to make available to Sustainalize any further information within Client's possession that may affect the accuracy or completeness of Sustainalize's report.
 - 8.6 If the Services involve electronic data files that are maintained by or for Client, Client shall be responsible for maintaining backup copies of all such files.
 - 8.7 It is a condition on which Sustainalize undertakes to provide the Services that Client will not, without Sustainalize's prior consent in writing, offer to employ or employ any Sustainalize employee who is engaged in the performance of the Services, during the period of employment or during a period of one year after the employee has ceased being employed by Sustainalize. If the Client breaches this provision, Sustainalize will be entitled to claim damages at a fixed minimal amount of € 75,000, not excluding the right or Sustainalize to proof and claim additional damages.
9. **Insurance.** Sustainalize shall maintain insurance policies covering the consequences of its legal liability in the course of performing the Services, in compliance with the provisions of these Conditions.
10. **Limitation of Liability.**
 - 10.1 To the extent permissible under applicable law, in no event shall Client and its Affiliates or Sustainalize and its Affiliates, be liable to the other or anyone claiming by, through or under them (including insurers) for any lost, delayed, or diminished profits, revenues, production, business, use or opportunities, or any incidental, special, indirect, or economic losses, wasted costs, diminution of value or consequential damages, of any kind or nature whatsoever, however caused.
 - 10.2 To the extent permissible under applicable law, in no event shall Sustainalize and its Affiliates, be liable (whether under contract or in negligence or under any other law) to Client and its Affiliates and anyone claiming by, through or under them (including insurers) for any amount in excess of the amounts that Sustainalize invoiced to the Client regarding the involved project and that were paid. In the case of long-term projects, the liability of Sustainalize is limited to the amounts that the Client has effectively paid to Sustainalize during the year preceding the claim or preceding the finishing of the Project.

- 10.3 In all cases and irrespective of the total amounts mentioned under Clause 10.2, the liability of Sustainalize is limited to an amount of 100.000 EUR.
- 10.4 Sustainalize will only be liable for damages incurred by the Client during the first year after the termination of the contract. Late claims are inadmissible.
- 10.5 The obligations of Sustainalize within the framework of this Contract and in the performance of the Services are best endeavour obligations.
- 10.6 Other than pursuant to Clause 4, no representation, warranty, condition or other term express or implied as to the quality or nature of the Services is given or accepted by Sustainalize, and all such representations, warranties, conditions and other terms are excluded to the fullest extent permitted by law. If the Services include (i) estimating the cost or potential cost of remediation; (ii) estimating the cost of compliance; or (iii) assessing the type, concentration, nature or quantity of any substance, waste or condition at, on or in a Site or structure, based on information provided by Client or a third party or on representative sampling or inspection of any Site or structure conducted by Sustainalize, Sustainalize will prepare such estimate or assessment based upon its experience and, in some instances, the application of a method for estimating or assessing conditions based on representative or random sampling or inspection. Due to the nature of such Services, including, without limitation, the potential for the estimate or assessment to be based on incomplete or inaccurate information or anomalous samples, Sustainalize does not warrant or guarantee the accuracy of any such estimate or assessment.
- 10.7 Client agrees that Sustainalize and its Affiliates shall not be liable to Client and its Affiliates or any third party for the creation or existence of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the release thereof or the breach of any law or regulation relating thereto, existing at the Site prior to commencement of the performance of the Services ("Pre-Existing Condition"), and Client shall indemnify and hold harmless Sustainalize and its Affiliates from any and all damages sustained by them in connection with any Pre-Existing Condition except to the extent any such Pre-Existing Condition is exacerbated by the negligence or wilful misconduct of Sustainalize or its Affiliates.
- 10.8 The provisions of this Clause 10 shall: (i) apply irrespective of whether liability of Sustainalize or Client or their Affiliates is claimed, or found to be based in contract (including breach of warranty or contract), tort (including negligence or negligent misrepresentation), strict liability, or otherwise; and (ii) survive the completion of the Services or the expiration, cancellation, or termination of this Contract.
- 10.9 Client acknowledges and agrees that the limits on Sustainalize's and its Affiliate's liability in this Clause 10 are agreed by reference to the Price, the financial resources of Sustainalize, the nature and extent of the Services and the availability of professional indemnity insurance on reasonable commercial terms. Accordingly, Client acknowledges and agrees that the provisions of this Clause 10 satisfy any requirement of reasonableness under any law applicable to the Contract and any claims relating to or arising in connection with the Contract.
- 10.10 Notwithstanding the above provisions, nothing in the Conditions shall in any way be deemed to exclude or restrict either Party's liability for death or personal injury (for which no financial limit will apply) caused by that Party's negligence.
11. **Hazardous Material and Waste.** Client acknowledges that, where Sustainalize or its Affiliates or sub-contractors keep, handle, transport or dispose of any hazardous material or waste in the course of providing the Services, they do so as agent for Client. Client shall be deemed to be the producer of and the person responsible under applicable law in respect of such hazardous materials or waste and shall execute all documents and do all such other things as may be necessary to ensure that Client is recognised by the relevant authorities as the producer and responsible person for these purposes. Where Sustainalize so requires, Client shall contract directly with the relevant persons involved in the keeping, transporting, handling or disposal of such hazardous materials or waste in relation to the provision of the Services. Client shall indemnify and hold harmless Sustainalize and its Affiliates in respect of any loss, damage, expense or claim by any person that directly or indirectly results from the handling, transport or disposal of hazardous material or waste in connection with the Services.
12. **Termination.** This Contract may be terminated in whole or in part in writing by either Party upon: (i) a breach by the other Party of a material obligation of such Party under the Contract; (ii) a Force Majeure event delaying the provision of the Services for sixty days or more; or (iii) in the event of a petition being presented or meeting convened for the purpose of winding-up the other Party, the other Party becoming the subject of an administration order or entering into liquidation (whether compulsorily or voluntarily) or the other Party compounding with its creditors generally or having an administrator, receiver, or administrative receiver appointed over all or any part of its assets. Provided that, no such termination shall be effective unless the breaching Party is given: (i) not less than ten calendar days' written notice of intent to terminate; (ii) an opportunity for consultation with the terminating Party prior to the effective date of such termination; and (iii) a reasonable opportunity to cure any breach to the extent that such breach can be cured. The foregoing notwithstanding, if Client fails to pay any invoice within 2 business days of its due date, Sustainalize may terminate the Contract and stop work on any Project immediately upon dispatch of notice to Client. Client may terminate the Contract for Client's convenience upon two weeks prior written notice to Sustainalize. In the event of termination, Client shall pay, in accordance with the terms of Clause 6, all outstanding payments for the Services accrued up to the date of termination and reasonable costs incurred by Sustainalize as a result of such termination, including demobilisation costs. Sustainalize shall calculate a final invoice following the effective date of termination.
13. **Use of Name.** Client agrees that Sustainalize has authority to use Client's name as a client and to use a general description of the Project in any published materials or written or oral presentations, provided Sustainalize does not disclose any information which is confidential.
14. **Third Parties and Reliance.** Except for the Parties, any Affiliate of a Party that is specifically identified by name in the Contract, and any Sustainalize Affiliate that provides service relating to the Contract, no other person shall be entitled to: (i) enforce any term of the Contract; or (ii) rely on the Services or work product generated by or for Sustainalize pursuant to the Contract ("Sustainalize's Work Product"). Client agrees to indemnify and hold harmless Sustainalize and its Affiliates from and against any claims resulting from any act or omission by Client or its Affiliates resulting in a third party relying on Sustainalize's Work Product.
15. **Confidentiality.** All documents, information and advice provided to Sustainalize or its Affiliates in the course of the Services and all confidential information concerning Client or any of Client's activities or any Site shall be treated by Sustainalize as confidential and shall not be disclosed to any third party (other than Sustainalize's professional advisers and Affiliates on a need to know basis) unless: (i) Client gives its prior written consent; (ii) Sustainalize is required by law or by any governmental authority to make the disclosure; (iii) the document or information or advice enters the public domain other than through fault of Sustainalize; or (iv) the document or information was in Sustainalize's possession prior to the disclosure by Client. Notwithstanding the terms of any separate confidentiality undertaking(s) agreed between Sustainalize and Client, Sustainalize shall always be entitled to retain an archive copy of any work product produced by Sustainalize under the Contract, provided that Sustainalize will treat such information as confidential, as above.
16. **Data Protection.** To the extent that Sustainalize is instructed to process personal data by Client as part of the Services, it will do so as a data processor on behalf of Client in conformance with applicable data protection law.
17. **Intellectual Property.** Client acknowledges and agrees that Sustainalize shall maintain all ownership rights in any patent, design, trademark, copyright, rights in computer software, database rights, rights in layout, trade secret or rights in confidential information, moral rights, or other industrial or intellectual property right (whether registered or unregistered) and any applications for the same in respect of any invention, information, know-how, process, work, material or method ("Intellectual Property") conceived, developed or made by Sustainalize or its Affiliates outside the Services, as well as any enhancement of any Intellectual Property made by Sustainalize or its Affiliates during the performance of the Services. Client further acknowledges and agrees that Sustainalize shall retain ownership rights in any Intellectual Property that is conceived, developed or made by Sustainalize or its Affiliates in the performance of the Services. Sustainalize agrees to grant to Client a non-exclusive, irrevocable, royalty-free licence to use its Intellectual Property for the purposes specified in the Proposal. Full payment for the Services is a condition precedent to Client's rights in Sustainalize's Work Product. In the case of an infringement of these rights, Sustainalize's damages can be estimated at a minimal amount of €50.000 per infringement, not restricting Sustainalize to claim additional damages. Client warrants that it: (i) will not use, reproduce, copy, record or disclose the Intellectual Property provided by Sustainalize to Sustainalize's competitive disadvantage; and (ii) will only use the Intellectual Property provided by Sustainalize for the purposes contemplated by this Contract.
18. **Governing Law and Forum.** The Contract shall be governed by the laws of Belgium. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to the Contract shall be referred to the exclusive jurisdiction of the Commercial Court of Brussels.
19. **Severability.** Each of the provisions of the Conditions is distinct and severable from the others and if at any time any one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) of the Conditions shall not in any way be affected or impaired and the Parties agree that they will substitute provisions in a form as similar to the offending provision as is possible without thereby rendering them invalid, unlawful or unenforceable.
20. **Miscellaneous.** Upon Client's acceptance of the Proposal, the terms of the Contract shall constitute the entire understanding between the Parties and the full and final expression of such agreement superseding all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written. A variation of the Contract, other than as contemplated by Clauses 3 and 7, is valid only if it is in writing and signed by or on behalf of each Party. Notwithstanding the foregoing, a variation to the Contract is valid if Client otherwise consents to, or knowingly accepts the benefit of, Sustainalize's performing the Services under the Contract subject to the variation. The provisions of Clauses 6, 10, 13 to 18 and any and all provisions of the Contract which by their nature generally would be construed as surviving a termination of the Contract, shall survive the completion of the Services or the expiration, cancellation or termination of any agreement between Sustainalize and Client, and shall apply to the fullest extent permitted by law. A Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Contract shall give Notice in writing by one of the following methods of delivery, each of which for purposes of this Contract is a writing: (i) personal delivery; (ii) registered or certified mail, return receipt requested and postage prepaid; (iii) internationally recognised overnight courier, all fees prepaid; (iv) facsimile; or (v) email. Notice shall be provided to the persons identified in the Proposal.
21. **Additional Conditions.** Set forth on any addendum attached to and made a part of these Conditions by Sustainalize, or set forth in the Proposal, are additional provisions (if any) that address issues relating to the Project or certain applicable laws and regulations governing Sustainalize's performance of the Services.