

GENERAL CONDITIONS PRIMORIS

1/ All transactions, agreements and services between:

- (i) PRIMORIS Belgium CV**, located at 9052 Zwiinaarde, Zwiinaarde Technology Park 90, Belgium;
- (ii) PRIMORIS Bulgaria AD**, which has its registered office at 4004 Plovdiv, Plovdiv County; Plovdiv Municipality, South District 134 Buxton Brothers St., Bulgaria;
- (iii) PRIMORIS Colombia S.A.S.**, which has its registered office at 250017 Cota, Parque Industrial Ciem Oikos, Oficiina 301, Colombia;
- (iv) PRIMORIS France S.A.R.L.**, which has its registered office at 45270 Bellegarde, Avenue du 21 août 1944 n° 32, France;
- (v) PRIMORIS Costa Rica**, which has its registered office at Alajuela, Zona Franca FlexiPark, Bodega A7, Costa Rica
- (vi) PRIMORIS Ecuador S.A.S.**, which has its registered office at Av. 12 de Octubre N26-97 y Lincoln, Quito, Ecuador
- (vii) PRIMORIS Serbia**, which has its registered office at Beogradskog bataljona No. 4, 11000 Belgrade, Municipality of Cukarica
- (viii) PRIMORIS Côte d'Ivoire S.A.S.**, Zone Industrielle de Yopougon, Ilot No. 7, Lot No. 70, Rue R25, Building No. 60, Abidjan, Republic of Côte d'Ivoire

(hereinafter collectively referred to as "PRIMORIS" and the Customer are governed by the present general conditions.

By placing its order, the Customer acknowledges that it has taken cognizance of our general conditions and that it accepts them.

Unless otherwise agreed between parties, by means of a written and signed agreement, these conditions shall always take precedence over those of the Customer, even where they stipulate that only the Customer's conditions apply.

The nullity of one or more clauses of these conditions shall not impair the validity of the other clauses. Where any one of the clauses is invalid, PRIMORIS and the Customer, to the extent possible and according to their loyalty and conviction, shall negotiate to replace the invalid clause by an equivalent clause in keeping with the general spirit of the present general conditions.

PRIMORIS reserves the right to update or modify its general and special conditions at any time.

2/ All offers and quotations made by PRIMORIS are entirely free of engagement and are merely to be regarded as an invitation for the Customer to place an order, unless expressly stated otherwise. If the quotation is based on information supplied by the Customer, the latter shall be responsible for the correctness and completeness of this information.

The Customer shall specify the desired analysis method(s). PRIMORIS may, however, recommend other method(s) if the specified method(s) appear, prima facie, evidently unsuitable or unfavourable for the desired analysis. The Customer shall also give PRIMORIS other necessary instructions and information, and shall notify PRIMORIS of all known, real or potential risks attached to the assignment, the samples or the tests. Where the Customer fails in its obligation to give such warning, the Customer shall be liable for all harm to persons and/or damage to property caused by those risks.

The price and description of the services are given for information only and may be changed by mutual agreement.

Offers and quotations are valid for a specific assignment and for a specified length of time.

Quotations only cover the services expressly stated therein, to the extent that any variation or modification by changes made in the assignment by the Customer, by unforeseeable circumstances, or by any other cause.

3/ An agreement shall only be concluded after written or electronic confirmation of the Customer's order by a person authorized to commit PRIMORIS, in which the services, the estimated turnaround time, the price and any remarks are stated, or at the latest when the confirmation of registration and receipt of the samples is sent (hereinafter "Confirmation of receipt") by PRIMORIS.

This "Confirmation of receipt" shall constitute a contractually binding document between PRIMORIS and the customer. The Receipt Confirmation shall contain the final and binding description of the agreed services, analytical methods, turnaround times and prices per method, unless expressly agreed otherwise.

In the event of any discrepancy between the Confirmation of receipt and earlier or contemporaneous quotations, price proposals, e-mails or other contractual documents, the Confirmation of receipt, including the prices per method stated therein, shall prevail at all times.

The customer shall have five (5) working days following receipt of the Confirmation of receipt to notify PRIMORIS in writing of any reasoned objections. Failing such notification within the prescribed period, the Confirmation of receipt shall be deemed irrevocably accepted.

Any changes or additions to the assignment after conclusion of the agreement shall only be valid with the written consent of both parties, such as with respect to payment terms and time limits.

The price of these changes or additions shall be calculated on the basis of price-determining factors in effect at the time when the changes or additions are agreed.

If an order is cancelled, even partially, after confirmation of registration, PRIMORIS shall reserve the right to charge the Customer an indemnity of 25% of the price of the cancelled order, with a minimum of two hundred euros (€ 200.00), without prejudice to PRIMORIS's right to claim compensation for greater proven damage.

4/ PRIMORIS shall endeavour to meet the agreed time limit for analysis. The stated turnaround times are indicative only.

Exceeding these time limits shall on no account give rise to penalties, damages, substitution or termination of the agreement at the expense of PRIMORIS.

Changes in the assignment shall automatically cause the appointed time limits to lapse. PRIMORIS is not liable for delays due to the fact that information supplied to PRIMORIS is incorrect or incomplete, or to default on the part of suppliers of PRIMORIS, the Customer or any other third party.

5/ The Customer shall supply in good time all the instructions, materials and information which PRIMORIS needs for the performance of the assignment. PRIMORIS is not responsible for the transport of samples to the laboratory.

Substances and products and/or samples which are presented by or on behalf of the Customer for analysis must be properly packed and stored by the Customer and must be accompanied by proper information in accordance with the applicable standards and regulations.

Upon receipt of sample materials, deviations from normal or specified conditions are recorded, such as decayed or damaged samples. Unless otherwise agreed, the Customer shall be informed if there are doubts about the suitability of the sample for analysis.

Signing the shipping documents for receipt merely confirms that delivery has been taken of the samples. PRIMORIS accepts no responsibility whatsoever for the quality and representativeness of the supplied samples; the Customer shall consequently waive all claims against PRIMORIS and/or shall hold PRIMORIS harmless against claims by third parties for deficiencies in the supplied samples.

Barring intent or gross negligence on the part of PRIMORIS, any difficulties or delays in the analysis caused by deficient samples shall result in an extension of turnaround times and an increase in price with the extra cost resulting from these problems.

The samples shall be stored at the exclusive discretion of PRIMORIS, unless expressly agreed otherwise in writing with the Customer.

6/ Samples supplied to PRIMORIS shall become the property of PRIMORIS and shall not be returned to the Customer by the laboratory.

PRIMORIS shall destroy samples or homogenized subsamples within 14 days after carrying out its tests and other operations on the samples, unless expressly agreed otherwise. In this case, the parties shall make reasonable arrangements as regards terms and conditions, including any payment, for storage of the samples.

Reports, analytical results, certificates and other deliverables prepared by PRIMORIS are intended solely for use by the customer and only for the purpose agreed between PRIMORIS and the customer.

Reports may only be disclosed to third parties or used for regulatory, certification, audit, export, recall or dispute-resolution purposes where required by mandatory law or with the prior written consent of PRIMORIS. Such disclosure shall not create any direct contractual relationship between PRIMORIS and the third party unless expressly agreed otherwise in writing.

PRIMORIS accepts no liability whatsoever towards third parties who obtain access to or make use of such reports or results, irrespective of how they obtained access thereto.

7/ PRIMORIS shall carry out the assignment properly and conscientiously, and shall perform its services to the best of its ability and knowledge, but shall not be bound to achieve a particular result, unless expressly agreed otherwise in writing. Guarantees are only given for the performance of the tests.

PRIMORIS shall draw up the reports or certificates with respect to the assignments, it being understood that those reports or certificates only reflect the results at the time of PRIMORIS's work done on the basis of the methods and information specified by the Customer (unless otherwise agreed) and the legal framework in force. The measurement uncertainties shall be communicated to the Customer on request.

PRIMORIS shall only proceed to an interpretation of the results – always to the best of its ability and according to the standards employed in the industry – at the express request of the Customer and only insofar as such request is contained in the confirmation of registration, or is part of a separate agreement between PRIMORIS and the Customer.

PRIMORIS is entitled to have all or part of the work done by third parties under its own responsibility. For accredited analyses, the prior consent of the Customer is asked.

The customer has knowledge of the Ministerial Decree of January 22th, 2004 regarding the notification obligations. The customer shall at all times comply with these notifications.

8/ The Customer shall check the results of the analyses as soon as possible upon receipt. Where the Customer suspects that there are inaccuracies in the results or believes that the services provided by PRIMORIS fall short of what was agreed ("Deficiency"), the Customer shall, on pain of nullity, report this to PRIMORIS in writing within five business days after delivery of the analysis results. Filing a complaint does not entitle the Customer to suspend its payment obligations. The Customer shall pay the costs occasioned by unjustified complaints.

9/ The contractual and non-contractual liability of PRIMORIS, regardless of its legal basis, shall be limited to the amount paid by the customer for the services to which the damage relates, excluding any indirect damage, consequential loss, loss of profit, product loss, recall costs, reputational damage, loss of customers, penalties and third-party claims, except in cases of wilful misconduct, fraud or any liability that cannot be excluded under mandatory law.

PRIMORIS shall on no account be obliged to pay compensation for consequential damage (such as, but not only, loss of earnings or damage to third parties).

Furthermore, PRIMORIS shall not be liable for defects that are caused directly or indirectly by an act of the Customer or a third party, regardless of whether such defects are due to a fault or negligence.

If PRIMORIS considers that the reported deficiency is valid, it shall, at its own option and discretion, (i) repair the deficiency, (ii) repeat the services connected with the deficiency or (iii) refund the part of the fee and expenses that was paid to PRIMORIS for the services connected with the deficiency.

PRIMORIS shall on no account be liable for errors caused by deficient samples or by wrong, late or incomplete information (such as with regard to the methods to be used, risks attached to the samples, and other relevant information) supplied by the Customer. Moreover, PRIMORIS shall on no account be held liable if the method(s) specified by the Customer do not yield the desired result.

The Customer shall hold PRIMORIS harmless against any claims by third parties for damages or otherwise, directly or indirectly connected with the performance of the agreement between the laboratory and the Customer.

To the extent permitted by law, the customer expressly waives any non-contractual claim against PRIMORIS' auxiliaries, including but not limited to employees, directors, independent service providers, consultants, subcontractors and affiliated companies, for damages related to the performance of the agreement.

Any claims by the customer shall be brought exclusively against PRIMORIS, except in cases of wilful misconduct or damage to physical integrity where such exclusion is not permitted by law.

PRIMORIS shall be entitled to entrust the performance of all or part of its services to third parties or affiliated companies, including other laboratories, subcontractors or specialised service providers.

The involvement of such third parties shall not affect the applicability of these General Terms and Conditions.

PRIMORIS' liability for errors or shortcomings of such third parties shall in all circumstances be limited to the liability limitations set out in these General Terms and Conditions and shall never exceed the liability that PRIMORIS itself has contractually accepted vis-à-vis the customer.

10/ All circumstances which at the time of conclusion of the agreement were reasonably unforeseeable and are unavoidable, and which make it impossible for PRIMORIS to perform the agreement or would make the performance of the agreement more onerous or difficult, financially or otherwise, than was normally planned (such as, but not only, war, natural disasters, fire, seizure, delays at suppliers, diseases, staff shortage, strike, organizational conditions, failure by the Customer to supply PRIMORIS with the information and samples necessary for the assignment, receipt of wrong information, supply by the Customer of insufficient or unsuitable samples, and changes in the law), shall count as force majeure.

They shall entitle PRIMORIS to request a review, compensation and/or cancellation of the agreement by simple written notice to the Customer, without being liable in any way to pay compensation.

11/ Unless expressly provided otherwise, PRIMORIS's prices are quoted exclusive of VAT and delivery, storage, shipping, travelling, insurance, banking and administration costs, as well as withholding taxes and/or other levies.

PRIMORIS reserves the right at any time to request an advance payment and/or bank guarantee from the Customer prior to performing the agreement.

PRIMORIS reserves the right to adjust its prices in accordance with applicable statutory or regulatory indexation mechanisms, without giving rise to any right of cancellation, suspension or compensation.

12/ Unless otherwise agreed, all invoices of PRIMORIS are always payable in full, in cash and without discount of the registered office of PRIMORIS. Invoices may only be validly protested in writing within 15 days after invoice date, referencing the invoice date, invoice number and detailed grounds for the protest.

All payments shall be made in the currency stated on the invoice. The customer shall not be entitled to convert the invoice amount into any other currency.

All bank charges, exchange rate differences and any intermediary costs shall be borne entirely by the customer. PRIMORIS does not accept shared banking charges. If the amount received by PRIMORIS is lower than the invoiced amount due to bank charges, exchange rate differences or deductions (such as withholding taxes), PRIMORIS reserves the right to claim the outstanding balance.

All invoices still outstanding in full or in part on the due date shall as of right and without notice accrue default interest at 1% per month overdue. Each month begun shall be counted as a full month overdue.

In addition, the outstanding amount shall be increased with all charges incurred by PRIMORIS for the collection of the debt, as well as 10% of the invoice amount, with a minimum of two hundred and fifty euros (€ 250.00) (excl. VAT), by way of lump-sum compensation, without prejudice to PRIMORIS's right to claim higher damages.

Where a Customer fails to pay one or several outstanding amounts to PRIMORIS, PRIMORIS

Where a Customer fails to pay one or several outstanding amounts to PRIMORIS, PRIMORIS shall reserve the right to discontinue all further services forthwith and, without notice, to treat other assignments as cancelled, in which case the indemnity provided for under heading 3 shall be due.

Furthermore, all other invoices shall become payable forthwith, even those not yet due, and any easy payment terms that have been granted shall lapse.

The same applies in case of imminent bankruptcy, judicial or voluntary liquidation, petition for judicial or extrajudicial reorganization, suspension of payment, or any other circumstance that is indicative of the Customer's insolvency.

Unconditional payment of part of an invoice counts as express acceptance of the invoice. On-account payments shall always be accepted with all proper reserves and without any acknowledgement prejudicial to PRIMORIS's interests, and shall always be applied first to the collection charges, then to the damages, the interest accrued, and finally to the outstanding principal.

When the recovery procedure is transferred to a collection agency, the general conditions of this agency are automatically applicable.

13/ PRIMORIS and the Customer shall automatically and as of right set off all present and future mutual debts. This means that, in the ongoing business relationship between PRIMORIS and the Customer, only the biggest debt outstanding after the aforementioned automatic setoff shall remain.

This debt setoff shall in any case be valid as against the official receiver and the other concurrent creditors, who shall therefore not be able to oppose the debt setoff performed by the parties.

14/ PRIMORIS shall provide the services and supply the concomitant results for use by the Customer and for the stipulated purpose only. PRIMORIS shall supply the Customer with copies of the results yielded as part of the assignment. The Customer is entitled to use and reproduce those results for purposes within its organization.

All intellectual property rights (such as, but not only, copyrights, patents, know-how and trade secrets) over and in connection with the services shall remain with PRIMORIS.

15/ Without prejudice to any and all relevant legal provisions or requirements, PRIMORIS and the Customer shall each take appropriate measures to (continue to) guarantee the secrecy of confidential and other information ("Information") received from the other party. Each party shall use the information it receives solely for the purposes of the agreement and the present general conditions. Furthermore, each party shall only disclose the information within its organization on a "need to know" basis and shall enjoy the confidentiality obligation set forth in this article on all relevant persons.

16/ The Customer gives PRIMORIS permission to enter the personal details supplied by the Customer in an automated database. These data shall be used for the purposes of information or promotion campaigns in connection with the services offered by PRIMORIS as part of the contractual relationship between PRIMORIS and the Customer.

The Customer may always request communication and correction of its data. The Customer must notify PRIMORIS if it no longer wishes to receive commercial information from PRIMORIS.

The Customer shall always be charged for changes made at its own request to its original data.

17/ Any disputes arising from these general conditions and from any other agreement concluded between PRIMORIS and the Customer shall be submitted to the exclusive jurisdiction of the courts of the judicial district where the specific PRIMORIS-branch (as indicated under section (i – iv) involved in the dispute, is located.

The local law of the country where the specific PRIMORIS-branch (as indicated under section (i – iv) involved in the dispute, is located shall apply.

18/ The parties expressly acknowledge that electronic communications, including e-mail, electronic platforms, customer portals and PRIMORIS digital systems, constitute valid and binding means of communication.

Quotations, receipt confirmations, results, objections, instructions and other notifications transmitted or confirmed electronically shall be deemed to have been made in writing and shall have the same legal validity as paper documents.

Electronic confirmations or approvals may not be challenged solely on the ground that they were transmitted electronically.

19/ Where there are discrepancies between the different language versions of these general conditions of sale, the Dutch version shall take precedence if correspondence with the Customer is conducted in Dutch. Alternatively, the English version shall take precedence.