



ECS EUROPEAN CONTAINERS NV

BARON DE MAERELAAN 155 – 8380 ZEEBRUGGE/BELGIUM – VAT: BE 0435.131.508

2XL NV

BARON DE MAERELAAN 155 – 8380 ZEEBRUGGE/BELGIUM – VAT: BE 0449.424.358

GENERAL TERMS AND CONDITIONS

1. Application

- 1.1 These ECS General Purchasing Conditions apply to all orders of goods and/or services placed with the Supplier by ECS.
- 1.2 By signing the agreement, of which these ECS General Purchasing Conditions form a part (hereinafter referred to as the “Agreement”), the Supplier relinquishes their own terms and conditions of sale, even if this acceptance takes place with reference to these terms and conditions.
- 1.3 If the Supplier accepts the order with reservations or comments, ECS may no longer consider itself bound by its order.
- 1.4 Unless expressly indicated otherwise in writing, these ECS General Purchasing Conditions also apply to subsequent orders of ECS with the Supplier, even if these are not reattached to the purchase order.
- 1.5 The Supplier cannot derive any rights for the future from any agreed deviations from these ECS General Purchasing Conditions.

- 1.6 ECS is authorized at all times to amend the scope, nature and/or implementation schedule of the supplied goods or services. Changes are set out in writing. If the Supplier believes that a change proposed by ECS affects either the implementation schedule or the price, the Supplier will notify ECS immediately about this in writing.
- 1.7 This notification by the Supplier must be made as quickly as possible and, at any rate, within ten (10) working days of receipt of the change request by the Supplier, in the absence of which the Supplier is deemed to have waived their right to amend the implementation schedule or price. Within ten (10) working days of this notification, the Supplier will furnish ECS with a detailed statement, containing all information that justifies the request to amend the implementation schedule and/or price.

It will not be possible for any adjustments to the implementation schedule and/or the price to have an effect, unless expressly approved by ECS. If the Supplier and ECS are unable to reach agreement concerning the consequences the change might entail for the implementation schedule and/or the price, ECS will have the right to terminate the Agreement in due observance of a one-month notice period.

- 1.8 The Supplier will not modify and/or carry out the delivery, service or the work without written permission from ECS.

2. Offers

- 2.1 An offer made by the Supplier at the request of ECS contains a clear description of the goods and/or service offered by the Supplier, stating the price, the delivery period and any other applicable terms.
- 2.2 An offer made by the Supplier is binding for the period stated in the quotation. If the quotation does not specify a time frame, the offer is valid for a period of six months from receipt thereof.
- 2.3 The costs associated with making an offer are at the Supplier's expense.

3. Obligations on the part of the Supplier

- 3.1 On their own initiative, the Supplier will inform ECS in writing in a timely manner about matters that may arise during performance of the Agreement and which affect, or are likely to affect, the following: (i) price, (ii) the time of delivery or completion, (iii) the quality of the product to be supplied, the service to be carried out or the work to be completed and/or, (iv) the outcome of the goods or the work.

- 3.2 The Supplier, the persons, personnel of subcontractors or other persons employed by them who carry out services or work for them by any means must comply with all applicable Belgian law and legislation relating to, or in connection with, the Agreement.
- 3.3 The Supplier remains responsible for safely carrying out work and/or activities connected with the Agreement.
- 3.4 The Supplier shall allow ECS or their representatives at all times to carry out inspections and tests of the materials, the products of work carried out, equipment, tools, and means of transport to be used, and the location where the work is being carried out. The Supplier shall ensure that the materials, equipment, tools and means of transport comply with the prevailing relevant regulations and are in good order. The Supplier shall clearly identify the materials, equipment, tools and means of transport and take the necessary precautionary measures against theft.
- 3.5 The Supplier is and remains at all times responsible and liable for their obligations pursuant to tax and social security legislation. If requested by ECS, within 14 days the Supplier will submit statements proving that the Supplier has paid taxes, Belgian National Social Security Office contributions and industrial accident insurance premiums in time and in full for the persons engaged under the Agreement. The costs of the above statements shall be borne by the Supplier.
- 3.6 The Supplier undertakes to ensure that all persons employed by them (including interim personnel, personnel seconded to the Supplier, etc.) are in possession of the original legally required identity documents (including posting certificate A1 for EU employees, work permit for employees from outside the European Union).
- 3.7 If, for the Provision of Services at ECS, the Supplier employs persons who are in principle not subject to Belgian social security (since they usually work in a country other than Belgium or have been recruited in another country), they are obliged to make a Limosa declaration and will, on their own initiative, submit evidence thereof to ECS ("Limosa-1"). The Supplier will indemnify ECS for any consequences that failure to comply with these regulations may entail.

4. ECS premises and building

- 4.1 The Supplier shall ensure that their presence and the presence of persons working for them or on their behalf on the premises and in the buildings of ECS do not interfere with the normal business and operational activities of ECS.

- 4.2 The Supplier and the persons working for them or on their behalf must, before commencing the performance of the work or activities, acquaint themselves with the regulations and house rules applicable on the premises and in the buildings of ECS for persons and guests working there and behave in accordance with such provisions: This includes, amongst other things: (i) reporting to the front desk and/or the principal within ECS to obtain the necessary access pass, (ii) wearing the Supplier's corporate clothing clearly visible at all times, and (iii) signing a confidentiality agreement.

5. Execution

- 5.1 Induction of persons is at the expense of the Supplier.
- 5.2 The Supplier shall not be entitled, without the prior written consent of ECS, to temporarily or permanently replace the person charged with performing the agreed work by an employee of the Supplier or a third party engaged by the Supplier.
- 5.3 The rate applicable to the original person will be adjusted downward upon replacement, if necessary; there can be no increase.
- 5.4 If ECS is of the opinion that the work performed, behaviour or quality of the person concerned is not satisfactory in the opinion of ECS, ECS will inform the Supplier, after which the Supplier will replace the employee concerned. For violations of the provisions of Article 4, ECS will be entitled to deny the employee access to the ECS premises or buildings with immediate effect. Any ensuing damage and costs are entirely at the Supplier's expense.
- 5.5 Subcontractors/secondary suppliers must not be used, except with prior written permission from ECS.

6. Delivery

- 6.1 The Supplier will only supply goods and carry out services that are free of any visible and/or concealed defects, and in strict accordance with the order, applicable legislation, industry practices and good workmanship, the latest technology and normal requirements of usage, reliability and service life and designated use, about which the Supplier is or ought to be aware.
- 6.2 ECS may only be deemed to have accepted visible defects if, in the case of delivery of goods, it has not notified the Supplier of such defects within 10 working days of delivery, or, in the case of delivery of goods or services subject to a procedure of delivery, it has accepted this delivery after the Supplier has

invited it to do so.

- 6.3 Without prejudice to stricter mandatory provisions, the Supplier will repair or replace, at their own expense, all defects, deficiencies and nonconformities in the goods and services, determined within 12 months after commissioning or performance, respectively, at the discretion of ECS, and compensate for the resulting damage. Repair or replacement includes disassembly, transportation, repair, replacement, assembly, testing and commissioning. In case of repair or replacement, a new term shall commence from the time of putting into use, or implementation. If an urgent issue arises, ECS is entitled to proceed with a repair or replacement independently without prejudice to the aforesaid obligations.
- 6.4 Delivery of items takes place at the agreed location, date and time. DDP Incoterms apply to delivery of items.
- 6.5 Agreed delivery dates are calculated from the initiation of the order and are mandatory. Any failure to comply shall entitle ECS to lump-sum compensation at a rate of 10% of the value of the order or it may terminate the Agreement, without prejudice to its right to compensation for the damage caused thereby.
- 6.6 ECS is entitled to postpone the delivery. In that case, the Supplier will securely store the goods, properly packed and insured, separately and clearly identifiable.
- 6.7 The Supplier must promptly notify ECS in writing that there is a risk of failure to meet the delivery date. This is without prejudice to the possible consequences of said exceeding of the delivery date pursuant to the Agreement or statutory provisions.
- 6.8 Earlier delivery than the agreed time of delivery is only possible after written permission from ECS and does not result in any change to the agreed time of payment.
- 6.9 The Supplier must take out adequate insurance against risks (such as damage to or loss of items as a result of loading, during transportation and/or during unloading, as well as damage caused by improper and/or inadequate packaging) and provide ECS with proof of insurance to demonstrate this insurance and the insured amount.

7. Transfer of ownership and risk

Ownership and risk of damage or loss shall pass to ECS upon delivery, unless this delivery is subject to a procedure of delivery, in which case ownership and risk will only transfer on completion.

8. Sustainability

- 8.1 The Supplier must comply with all relevant (inter)national law and legislation pertaining to, amongst other things, the environment, energy, packaging, waste and emissions and at the request of ECS must be able to provide information on what the environmental impact is of the delivered products and services.
- 8.2 The Supplier must act in accordance with any ECS company environmental regulations, amongst others.
- 8.3 The Supplier must refrain from discrimination, child labour and substandard working conditions within the Supplier's operations.

9. Duration, termination and transition

- 9.1 The Agreement enters into effect on the commencement date as specified in the Agreement and will continue until the end date, or until such time that the Agreement is ended (prematurely), or until such time as the work is completed, in accordance with the provisions of the Agreement.
- 9.2 The Agreement is without prejudice to the right of ECS to procure services and/or goods, which are comparable or equivalent to the services and/or goods under the Agreement, from another party than the Supplier.
- 9.3 ECS is entitled to dissolve the Agreement without serving other notice or without recourse to the courts by its mere written notification, partially or fully, irrespective of its right to compensation and without prejudice to all other rights of ECS, in the following cases: (i) if the Supplier is declared bankrupt, applies for suspension of payments, is placed under administration, management or receivership or their assets are seized; (ii) if the Supplier transfers, liquidates or shuts down (parts of) their business, in whole or in part (iii) if the Supplier is a legal entity and it is dissolved; (iv) if the shares in or parts of the control of the Supplier's business are transferred to a third party; (v) if the Supplier and/or the third parties working for them is/are in arrears with the payments of tax, Belgian National Social Security Office contributions and industrial accident insurance premiums. The Supplier will inform ECS in writing if one of the above instances occurs or is likely to occur.

- 9.4 If the Supplier fails to fulfil one or more of their obligations under this Agreement, fails to do so in a timely manner or fails to do so properly, ECS is entitled to dissolve the Agreement fully or partially without any judicial intervention by means of a written notice, without prejudice to the right of ECS to compensation. All claims which ECS may have or acquire against the Supplier, including any claims for compensation for damage and costs, shall become immediately due and payable in full as a result of this dissolution.
- 9.5 Without prejudice to all other rights, ECS can dissolve the Agreement fully or partially if any benefit is or has been offered or provided to an individual or company working directly or indirectly for ECS by, on behalf of or for the Supplier.
- 9.6 In the event of dissolution on account of a shortcoming on the part of the Supplier, ECS is entitled to compensation for all damage suffered and cannot be held liable for damages themselves.
- 9.7 ECS is at all times entitled to terminate the Agreement by registered letter in due observance of a 30-day notice period.
- 9.8 The Supplier is only authorised to dissolve the Agreement or suspend its fulfilment if ECS is guilty of serious misconduct in performance of its obligations and when such dissolution or suspension has been announced in a registered letter with confirmation of receipt stating the reasons which grants ECS a reasonable time frame of at least thirty days to remedy the failure.
- 9.9 In the event of termination of this Agreement, the Supplier will give ECS or the subsequent service provider all the necessary, reasonable and useful support upon transfer of the performance of the work or services. This includes, amongst other things, assisting in the preparation and implementation of a parallel service, including test processes, and this has been successfully completed on transfer to ECS or the subsequent service provider. This transfer includes, but is not limited to, the transfer of all data and information (in complete, original and readable form) to ECS or the subsequent service provider in a format that is accessible and understandable, and the removal of all information belonging to ECS or developed on its behalf from the Supplier's own systems.

10. Rates and payments

- 10.1 Invoicing shall be in the manner described in the Agreement. Prices or hourly rates include all costs, taxes, charges and contributions applicable to the delivery of the goods and services, excluding VAT.

- 10.2 Outstanding invoices will be paid within 60 days of the invoice receipt date, provided there has been complete and correct delivery/performance by the Supplier and provided a valid invoice has been received by ECS. If payment (in full) by ECS has not been forthcoming within this 60-day period, the Supplier will notify ECS in writing no later than 7 days after this period has elapsed. Interest on overdue payments is only owed once ECS, following reminders, remains unreasonably in default of settling the invoice.
- 10.3 ECS shall be entitled, without judicial intervention, to set off and suspend payment of any amount, in the event ECS has or will have a claim against the Supplier under any title whatsoever.
- 10.4 If the Supplier fails to fulfil any obligation under the Agreement, ECS is entitled to suspend the payment of outstanding invoices.
- 10.5 Payment by ECS of any invoice in accordance with this Article 10 does not also represent acceptance of the delivered services or goods. Payment by ECS is without prejudice to any declarations of or guarantees issued by the Supplier.
- 10.6 If ECS fails to pay within the payment term or fails to pay an invoice on the basis of alleged inaccuracies in the content of this invoice, the Supplier is not entitled to suspend or cease their obligations based on the Agreement.
- 10.7 The price quoted in the Agreement in relation to the delivery of items and/or performance of services is binding. Changes in salaries, taxes and other cost-determining factors cannot be passed on to ECS by the Supplier.

11. Guarantees

- 11.1 The Supplier guarantees that: (i) the Supplier has all consents, approvals, authorisations and permits necessary to perform the obligations under this Agreement; (ii) there are sufficient and also suitable employees and/or such will be appointed to provide the goods and/or services to ECS; (iii) the services and/or the goods are performed/delivered in accordance with applicable (inter)national legislation and applicable regulations; (including but not limited to the regulations regarding welfare, safety, environment and fire safety, including General Regulations for Labour Protection and Codex Welzijn op het Werk, AREI, Vlareem and Vlarea) (iv) the services and/or the goods are fully complete and ready for use; (v) they can supply/install parts of the delivered goods from the date of delivery and repair or replace the delivered goods free of charge for a period of two years; (vi) the delivered services and/or

goods do not infringe any third-party rights and the Supplier indemnifies ECS against third-party claims in this respect; (vii) the prices and other conditions included in this Agreement are in line with the market, and comparable to what the Supplier offers to other customers who are comparable to ECS in terms of turnover, volume and services provided; (viii) this Agreement is entered into in the ordinary course of their business; and (ix) compliance with the attached ECS Code of Conduct.

11.2 If the Supplier infringes any guarantee as expressed in Paragraph 1 of this Article 11, ECS can order the Supplier to immediately remedy the infringement at the Supplier's expense.

12. Fulfilment, non-conformity and force majeure

12.1 If the Supplier fails to fulfil their obligations under the Agreement, or fails to do so in a timely manner or fails to do so properly and the delivered item (fully or partially) does not comply with provisions, the Supplier defaults in their obligations without further notice of default.

12.2 The costs of all judicial and non-judicial measures, including at any rate collection costs and costs of legal assistance which are the result of the shortcoming on the part of the Supplier will be compensated by the Supplier.

12.3 If ECS reasonably believes that continued fulfilment of the present purchase order poses a direct or indirect risk to the health or safety of its employees or other persons involved, inter alia, due to the outbreak of an epidemic and/or an applicable unfavourable opinion provided by a competent authority, or if the Agreement has largely lost its meaning as a result of such an event, ECS will have the right, at its discretion, to postpone the performance of this Agreement until a later date, or to terminate this Agreement in writing with immediate effect, and this without being liable for any compensation. If necessary, the Supplier will only be able to claim reimbursement for any already effectively executed Services and any additional already received payments must be returned to ECS within 30 days of receipt of the termination letter.

12.4 Parties will not be responsible in the event of force majeure, as provided for in the Belgian Civil Code. If a case of force majeure arises, the Party who wishes to claim such must inform the other Party by registered letter or via e-mail with confirmation of receipt, duly setting out the facts which in their opinion constitute force majeure.

12.5 In so far as no alternative arrangements can be set out between the Parties within a reasonable time frame and at any rate before the 15th day following receipt of the notification of force majeure, both

Parties are entitled to terminate the Agreement with immediate effect and do so without being liable for any form of compensation (other than the agreed compensation for Goods or Services already supplied). Any other already received payments must be returned within 30 days of termination of the Agreement.

13. Confidentiality – processing personal data

- 13.1 The Supplier undertakes to observe confidentiality in relation to the following: (i) information provided to the Supplier by or on behalf of ECS, regardless of the manner in which it was communicated to the Supplier; (ii) the information relating to corporate matters of ECS, of which the Supplier becomes aware at any time; (iii) the draft of the Agreement entered into between the parties.
- 13.2 Confidential information means the content of the Agreement as well as all data and information, provided in the context of the Agreement, and also data and information obtained from processing confidential information received. Unless expressly agreed otherwise, all information received from ECS is regarded as confidential for the Supplier. The Supplier will not disclose confidential information to third parties in any way whatsoever, neither directly nor indirectly, nor orally, nor in writing, nor otherwise, except with the prior written permission of ECS.
- 13.3 However, each of us is permitted to disclose such information if this: (i) has become generally known other than by reason of the breach of the Agreement; (ii) was already known to the recipient at the time of disclosure or was independently created thereafter, (iii) to the extent necessary, is disclosed in order to enforce the recipient's rights under the Agreement; (iv) is required to be disclosed by applicable law or professional regulation; (v) is necessary in the event that the recipient is acting on behalf of itself in disciplinary, criminal or civil proceedings in which such information may be relevant.
- 13.4 The Supplier will ensure that their personnel and/or third parties working for them are informed of the aforementioned obligations and strictly comply with these.
- 13.5 Both parties are allowed to use electronic media for correspondence purposes or for sending information, whereby such use in itself does not constitute any breach of duties of confidentiality pursuant to the Agreement.
- 13.6 All files, documents, information, drawings and other items containing confidential Information and all copies thereof made by the Supplier or which have been received by ECS, remain the property of ECS and must be returned at the first request of ECS to the Supplier at the end of the Agreement.

- 13.7 The Supplier undertakes to keep confidential information strictly confidential even after the Agreement has ended.
- 13.8 Within the limits of applicable law, ECS is permitted to share information with ECS companies, employees, as well as third-party service providers (“Service Providers”) that may collect, use, transfer, store or otherwise process (“Process”) such information in the various countries in which it operates, and for purposes related to the provision of services, compliance with ECS laws and professional regulations, prevention of conflicts of interest, risk management and quality assurance, and purposes of internal financial administration, IT support and other administrative support (collectively, “Processing Purposes”).
- 13.9 For the Processing Purposes as referred to above, ECS, other ECS companies, persons and Service Providers may Process information about identified or identifiable persons (“Personal Data”) in the different countries in which they are active. ECS will Process the Personal Data in accordance with data processing requirements, as set by the applicable law and professional rules including (but not limited to) Regulation (EU) 2016/679 of the European Parliament and the Council dated 27 April 2016 concerning the protection of natural persons in connection with the processing of personal data and concerning free circulation of this information (hereinafter referred to as the “Regulation”). More information about processing personal data by ECS can be found in the privacy policy available on our website.
- 13.10 If the Supplier Processes Personal Data in the performance of the Agreement, the following applies:
- i. The Supplier Processes the Personal Data solely on behalf of ECS. The Supplier hereby acts as “processor” and ECS as “controller” within the meaning of the Regulation. The Supplier will not use the Personal Data for any other purpose than with the prior permission of ECS;
 - ii. The Supplier and ECS have agreed the subject and the duration, as well as the nature and the purpose of the Processing and the type of Personal Data in the Agreement;
 - iii. The Supplier will Process Personal Data of the following categories of persons: (former) employees, (former) partners, (former) directors, new employees, independent service providers and temporary workers of ECS or other ECS companies, as well as applicants, subordinates, (sub)contractors and Suppliers of ECS or other ECS companies;
 - iv. The Supplier shall ensure suitable technical and organisational security measures are in place in order to safeguard the Personal Data against unauthorised or unlawful processing and

- against accidental loss, destruction or damage;
- v. The Supplier will notify ECS immediately of any security breach of the Personal Data to enable ECS to report the incident within 72 hours of its discovery to the Commission for the Protection of Privacy – Data Protection Authority and the party or parties concerned;
 - vi. The Supplier is obliged to keep the Personal Data confidential which comes to their attention and ensures that all their employees who process Personal Data are obliged to observe confidentiality;
 - vii. The Supplier will not pass on or store the Personal Data in countries outside the EEA, unless this is with prior written permission of ECS;
 - viii. The Supplier will not use any sub-processors, unless this is with the prior written permission of ECS;
 - ix. The Supplier will inform ECS immediately if a concerned party requests access to their Personal Data to enable ECS to comply with its obligations;
 - x. Upon request of ECS, the Supplier will cooperate in the context of a Privacy Impact Assessment in relation to the processing of Personal Data on behalf of ECS;
 - xi. The duration of the processing shall correspond to the duration of the Agreement;
 - xii. After termination of the services, the Supplier will either return or destroy the Personal Data at the request of ECS;
 - xiii. The Supplier shall provide ECS with all the necessary information in order to fulfil the obligations imposed in this Article 9 and shall provide ECS (or a controller it has appointed) the permission to carry out audits, including inspections, on its infrastructure and IT systems;
 - xiv. The Supplier will render the required cooperation to ECS at their own reasonable expense to enable the latter to fulfil its obligations under the Regulation and other applicable data protection legislation. The Supplier will not exercise their obligations under the Regulation and other applicable data protection legislation in such a way that ECS might be unable to fulfil its obligations;
 - xv. The aforementioned provisions along with the Agreement shall together constitute a data processing agreement between the Supplier and ECS.

14. Liability

14.1 The liability of ECS towards the Supplier, whether based on breach of contract or tort, whether under the law or otherwise, is limited to a maximum of the value of the Agreement, unless such a restriction is prohibited by law or professional regulations. Only ECS is liable towards the Supplier for matters arising from the formation and execution of the agreements and orders. The parties expressly agree that, to the extent legally permitted, the Supplier, its affiliated companies and/or their respective directors, shareholders or employees will not file any claim and hereby waive any right they may have to: (i) file any claim based on non-contractual or extra-contractual liability against ECS, its affiliated companies or any of their agents or appointees (including, but not limited to, shareholders, directors, managers, employees, engaged personnel, subcontractors, agents or any other persons authorized by ECS to act on its behalf); nor (ii) hold ECS, its affiliated companies or any of their agents liable on such grounds.

The Supplier will ensure that its own contracting parties, their affiliated companies and their respective directors, shareholders or employees also waive such rights and do not file claims regarding facts, acts or omissions that may give rise to liability and that directly or indirectly arise from or relate to the negotiations, formation, execution or termination of the agreements and/or orders.

The Supplier will indemnify and hold harmless ECS, its affiliated companies and their agents (including, but not limited to, shareholders, directors, managers, engaged personnel, subcontractors, agents or any other persons authorized by ECS to act on its behalf) for such claims filed by: (i) the affiliated companies of the contracting party; (ii) the contracting parties of the contracting party and/or their affiliated companies; and (iii) their respective shareholders, directors, managers, engaged personnel, subcontractors, agents or any other persons authorized by the contracting party to act on its behalf. These exclusions of liability apply to all claims against ECS, whether based on contractual or non-contractual liability. The parties acknowledge and accept that these exclusions of liability apply to all claims from January 1, 2025.

14.2 The Supplier is obliged to insure the financial consequences of their liability as referred to in this Article 14 for a sufficient amount by means of professional, product and business liability insurance with adequate cover and provide proof of insurance to ECS to demonstrate this insurance and the insured amount.

14.3 To the extent permitted by applicable law and/or applicable professional regulations, the Supplier shall indemnify ECS, the other ECS companies and individuals against all claims by third parties (including

the Supplier's affiliated entities) and resulting liabilities, damages, compensation, costs and expenses (including reasonable external and internal costs of legal assistance) arising out of the Agreement or resulting from the Supplier's failure to comply with their contractual and legal obligations.

15. Intellectual property rights

- 15.1 All intellectual property rights belonging to either party or a third party prior to the effective date of the Agreement, or arising other than in the performance of this Agreement ("Existing IPR") will continue to belong to such party or such third party and will not be assigned.
- 15.2 If performance of this Agreement is associated with the development of intellectual property rights, by the delivery of work, the performance of services or any other manner, by the Supplier or a third party deployed by them, then these intellectual property rights will be transferred fully to ECS from their creation. The Supplier shall adopt the necessary measures with respect to third parties they have deployed in order to enable such a transfer of property rights to ECS.
- 15.3 The Supplier grants to ECS a non-exclusive, worldwide, perpetual, irrevocable and unremunerated licence to use, in the broadest manner, the Existing IPR (both from the Supplier themselves and from third parties engaged by them) in the context of the work or services that are the subject of this Agreement.
- 15.4 The Supplier will protect ECS and their staff against any damage and losses they may incur which are the result of third-party claims, complaints or demands owing to a breach of the intellectual property rights of these third parties.
- 15.5 If the use of the goods and/or services is prohibited in any way by ECS, at the discretion of ECS: (i) the Supplier will replace the goods in question at no further cost to ECS with equivalent goods or services, which do not infringe any third party rights; or (ii) the Supplier will acquire an appropriate right of use for the goods or (iii) if the options under (i) and (ii) prove to be impossible, take back the goods in their entirety or, with ECS's consent, only in part, against repayment of the price paid for them less any depreciation considered normal; or (iv) the Agreement will be rescinded at the Supplier's expense, without prejudice to ECS's right to claim compensation for damages suffered.

16. IT equipment

16.1 The Supplier will implement and comply with the correct technical and organisational measures in order to protect the confidentiality, integrity and availability of their IT equipment and the electronic transmission of data. The Supplier shall immediately inform the other in the event of security incidents, breaches or unauthorised access in relation to the IT equipment.

16.2 The Supplier agrees to indemnify and hold ECS harmless from and against any and all claims, losses, liabilities, damages, costs or expenses arising out of the breach of Section 16.1 or unauthorised use of IT equipment, including any indirect, incidental, or consequential damages arising out of or related to IT equipment, such as loss of profits, loss of data, or business interruption.

17. Anti-corruption

17.1 The Supplier confirms and guarantees vis-à-vis ECS that:

- i. both they and their employees and subcontractors will strictly adhere to anti-corruption legislation;
- ii. they will not do anything or omit to do anything that makes ECS responsible for a breach of the anti-corruption legislation in the context of this Agreement;
- iii. they have set up the necessary guidelines and processes in order to guarantee regulatory anti-corruption compliance. At the first request of ECS, the Supplier will disclose these guidelines and processes to it;
- iv. they will immediately inform ECS of any form of abnormal advantage that might be offered them in the performance of this present Agreement.

17.2 The Supplier will protect ECS, other ECS firms and ECS persons against all damage, losses and costs resulting from failure to comply on the part of the Supplier or their employees and subcontractors with anti-corruption legislation.

18. Miscellaneous terms

18.1 The Supplier will carry out the Agreement as an independent contractor. This Agreement contains no element which can lead to the creation of a relationship of employee, partner, agent or joint venture. Neither party may bind the other, unless expressly agreed by each other.

18.2 The use of the ECS name or logo and a reference to ECS is not allowed in any way, without the prior written permission of ECS.

- 18.3 The Agreement contains everything that has been agreed between the parties in relation to the work, deliveries or services and other matters regulated therein, and supersedes all previous agreements, arrangements and assurances in connection with this, including any previously agreed confidentiality agreements.
- 18.4 The Supplier declares that the person who signs the Agreement on behalf of the Supplier is expressly authorised to sign this and thereby bind the Supplier, as well as entities or others affiliated with the Supplier via whom services are carried out, to the Agreement.
- 18.5 The Supplier is not permitted to transfer in any way rights of parties, obligations or claims under the Agreement.
- 18.6 If any provision of the Agreement is found to be illegal, invalid or otherwise unenforceable (in whole or in part), the remaining provisions will remain in full force and effect and the invalid or unenforceable provision will be replaced with a new valid provision consistent with the spirit of this Agreement.
- 18.7 Obligations which by their nature are also intended to continue after dissolution of the Agreement shall continue even after dissolution of the Agreement.

19. Applicable law and competent courts

Belgian law shall apply to this Agreement. The courts of law in Bruges are exclusively competent to hear a dispute concerning the order and its execution.

CODE OF CONDUCT

1. The Supplier must comply with all legislation and legal provisions of the countries where the activities/contracts/deliveries are carried out.
2. The Supplier will respect human rights and ensure that no employee falls victim to intimidation, physical or mental sanctions or other forms of abuse.
3. The Supplier is in compliance with and will strictly abide by all laws and legislation in relation to salaries (minimum wages), working hours, overtime, and social security contributions.
4. Forced labour is strictly forbidden, and employees are at liberty to leave the company, in due observance of the statutory notice period, without penalties or deduction of salary. Employees are at liberty to leave the work environment once their shift is over.
5. Child labour is strictly forbidden and all legal regulations concerning work must be observed.

6. The Supplier shall respect the rights of the employees and shall recognise the Collective Bargaining Agreements [CAOs].
7. The Supplier shall provide safe and healthy working conditions for all employees.
8. The Supplier shall carry out all operations with the necessary care for the environment and ensure in this regard compliance with all legal provisions in the country in question where the operations are ongoing.
9. The contracts are carried out with the necessary integrity. It is strictly forbidden to offer payments, gifts or other benefits to employees or to third parties who are involved in any way with the operations. In turn, ECS will not offer any payments, gifts or other benefits to the Supplier aimed at exerting influence on the Supplier's operations. Money laundering or attempting to money launder is strictly forbidden.
10. The Suppliers working for ECS assume the responsibility to impose the rules of this Code of Conduct on their direct Suppliers and ensure compliance with these principles.
11. The personnel and the employees of the Supplier remain under the authority, responsibility and supervision of the Supplier. The Supplier shall remain responsible at all times for their employees, including but not limited to social and tax-related matters, working hours and wages.
12. ECS has no authority whatsoever in relation to the personnel/employees of the Supplier.
13. The Supplier declares they will not employ any illegal persons and also ensures that their subcontractors abide by this.
14. ECS will not permit forced labour or human trafficking under any circumstances. ECS expects the Supplier to treat its employees fairly and provide transparent and good working conditions.
15. The Supplier will not employ any interim staff, unless via an accredited interim agency and ensure that no agreements are concluded with false self-employed individuals.