



**ECS EUROPEAN CONTAINERS NV**

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

**2XL NV**

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

## **GENERAL CONDITIONS SUPPLIERS**

1. These conditions will govern all business relations between ECS NV/2XL NV and their suppliers, irrespective whether the other party be a trader or private individual. Unless explicitly agreed otherwise by ECS NV/2XL NV, these conditions shall prevail and supersede on all possible conditions of the Suppliers.
2. The Supplier will always safeguard ECS NV/2XL NV for any possible claim/ damage , direct or indirect, caused by the Supplier during execution of the order / activity / services/ supplied products .
3. The Supplier explicitly confirms to have all necessary legal insurance covers in relation to the orders /activities /services / supplied products and will provide documentary evidence to ECS NV/2XL NV on the latter's first request .
4. The Supplier is obliged to comply to all legal provisions and regulations necessary to provide the required services and also confirms to have all necessary legal licenses and attests .

5. It is explicitly forbidden that Suppliers executing services/orders for ECS NV/2XL NV subcontract these activities , unless ECS NV/2XL NV has given prior written approval to do so
6. The Supplier is in full liable for his subcontractors and will fully safeguard ECS NV/2XL NV against all possible claims/costs , direct or indirect , resulting thereof .
7. ECS NV/2XL NV is always entitled to refuse possible subcontractors of the Supplier without any costs and/or consequences .
8. The Supplier guarantees , in relation the services provided , that nor himself nor the possible subcontractor grant access to unauthorized third parties with regard to materials and/or documents. Neither will they relay in relation to the activities /services any information and/or material to unauthorized third parties .
9. The materials/products/services must be delivered/executed at the required and agreed location en must comply with the required quantity and quality . The materials/products/services must be accompanied by a packing note/delivery note containing all necessary information and elements . Each packing note/ delivery note must be signed for acceptance by a representative of ECS NV/2XL NV . The supplied materials/services/articles and indicated prices must comply with the order/ written agreement signed by ECS NV/2XL NV .
10. All invoices must be send to the registered office of ECS NV/2XL NV . Invoices have to be accompanied by the signed packing order/delivery note . Settlement of the invoices can only be confirmed if a signed packing note/delivery note is received and the amount invoiced complies with the order / written agreement .  
  
The correct and accepted invoices will be settled on a sixty (60) day notice.
11. If the Supplier appeals/refers to a non-attributable shortcoming , ECS NV/2XL NV is entitled to the annulation of the relevant order without any costs , compensation and/or consequences are due by ECS NV/2XL NV .

12. In spite of any insolvency, any transfer of claims, any form of attachment or any concurrence, ECS NV/2XL NV shall be entitled to apply set-offs and/or debt novation with regard to the obligations of ECS NV/2XL NV vis-à-vis its suppliers .

This right is not affected in any manner by notification and/or service of a notice of insolvency, transfer of claim, any form of attachment or any concurrence.

Pursuant to article 14 of the Act of 15.12.2004 on financial securities, article 1295 of the Belgian Civil Code is declared not applicable to the extent required.

The obligations mentioned in the first paragraph include any obligation and any liability between the parties, whether or not on a contractual basis, whether a pecuniary or any other obligation, including, but not limited to, payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to provide or keep a security and any other obligation or requirement.

If a supplier of ECS NV/2XL NV wishes to call upon a factor, they undertake to inform this factor of the existence of this right of set-off and/or debt novation. The supplier guarantees to indemnify ECS NV/2XL NV against any claim introduced by the factor in relation to set-off and/or debt novation.

13. Should confidence in the supplier's creditworthiness be shocked by legal action being taken against the supplier and/or any other identifiable event that can doubt the confidence in the supplier's ability to fulfil his commitments , ECS NV/2XL NV reserves the right to suspend the order/contract, in full or in part, even if the order/ contract was already partly executed in order to obtain adequate securities from the supplier.

Should the supplier refuse to comply with above , ECS NV/2XL NV shall be entitled to cancel the order/contract , in part or in full.

Above is regardless of any entitlement to compensation and interest in favor of ECS NV/2XL NV.

There will be always a 'shocked' confidence if the supplier invokes the Law of 30 January 2009 – Law on the continuity of enterprises – or if the supplier requests for bankruptcy, or is declared bankrupt.

14. If ECS NV/2XL NV is approached by the social inspection authorities or any other governmental department, reporting that the supplier is in default with regard to payment of salaries or other compensation, social-security contributions or tax payments owed to one or more employees, ECS NV/ 2XL NV shall be entitled immediately to terminate the cooperation with the supplier, with immediate effect and without prior notice, by registered mail , and without ECS NV /2XL NV being liable to pay any compensation whatsoever to the supplier.

If ECS NV/2XL NV is approached by the social inspection authorities or any other government department.

If ECS NV/2XL NV or their principal is approached by the social inspection authorities or any other governmental department, reporting that a subcontractor of the supplier is in default with regard to payment of salaries or other compensation, social-security contributions or tax payments owed to one or more employees, the supplier must put an end to the collaboration with that subcontractor within 48 hours of the notification by ECS NV/2XL NV to the supplier. If the supplier fails to provide evidence of such termination within 24 hours of ECS NV/2XL NV asking for such evidence, ECS NV/2XL NV shall be entitled to terminate the cooperation with the supplier with immediate effect and without prior notice, by registered mail , and without ECS NV/2XL NV being liable to pay any compensation whatsoever to the supplier.

Irrespective of the provisions of the foregoing paragraphs, the supplier will be obliged in view of his joint liability , or in view of any other liability , to settle the (over)due amounts . Should ECS NV/2XL NV suffer any damage in terminating a contract as a consequence of the foregoing paragraphs 1 and/or 2, the supplier shall be obliged to compensate such damage on first request, plus a fixed compensation of 10% (with a minimum of EUR 750.00). Should ECS NV/2XL NV nonetheless be required to pay any amount as a consequence of late payment of salary, social-security, tax or any other debt relating to the supplier or one or more of its subcontractors, the supplier will reimburse that sum to ECS NV/2XL NV on first request, together with possible interests and a fixed compensation of 10% (with a minimum of EUR 750.00). In the foregoing paragraphs, with the term “subcontractor” is understood either a subcontractor contracted directly by the supplier , or any indirectly-contracted supplier within the scope of this agreement regardless the confirmation/agreement of ECS NV/2XL NV .

15. The Supplier confirms to ECS NV/2XL NV to have knowledge of and to comply fully with General Data Protection Regulation 2016/679 of 27th of April 2016 (GDPR) – European Regulation – becoming enforceable as of 25th of May 2018 and , but not limited , with the Law of 8th December 1992 and its implementing decisions on the protection of privacy of natural persons with regard to the processing of personal data and the free movement of such data ( Privacy Law)

The provided personal data are only and explicitly used for specific purposes in relation to the order / agreement and are only and explicitly saved for the time period of the order /agreement or until the statutory retention obligation has expired . It is not allowed to process further or transmit further the provided personal data .

16. ECS NV/2XL NV is always entitled at all times to add / to change aspects in these General Conditions. These entire General Conditions are at all times available on the website of ECS NV/2XL NV .

17. Every serious shortcoming , breach of one of the articles ( Code of Conduct included) by the Supplier or the subcontractor appointed by the Supplier can result in immediate ending of the order/ service / delivery , without any compensation , costs is due by ECS NV/2XL NV to the supplier or her subcontractor . ECS NV/2XL NV reserves the right to claim possible compensation from the supplier and/or subcontractor .

18. If a provision in these conditions would be declared legally invalid , for whatsoever reason , the remaining provisions remain valid in full . ECS NV/2XL NV and the supplier agree to replace the invalid provision by another legally valid provision .

19. ECS NV/2XL NV and the supplier are independent entities – both legally as financially – and act under their own respective responsibility in relation to this agreement. This agreement is no ‘joint-venture’ neither a mandate by one party to the other party nor an agency nor an employment contract.

20. In case of any dispute between the parties, the courts of the district where the registered office of ECS NV/2XL NV is established have jurisdiction. The applicable law is always the law of Belgium. With regard to any possible discussion in relation to the interpretation of this conditions the Dutch version will prevail.

21. The supplier confirms hereby to fully comply with the 'Code of Conduct' – hereunder clearly explained and being entirely part of these conditions :

## CODE OF CONDUCT

1. The Supplier will be in compliance with all applicable laws and regulations of the country where operations are undertaken.
2. The Supplier will respect human rights , and no employees will suffer harassment , physical or mental punishment , or other forms of abuse.
3. The Supplier will comply with all applicable wages ,hours , laws , rules and regulations – including minimum wages , overtime and maximum hours in the country concerned.
4. There shall be no use of forced labour , and employees will be free to leave employment . There shall be no use of forced-prison-bonded or involuntary labour , and employees will be free to leave employment after reasonable notice without penalty or salary deductions. Employees have the freedom to leave the premises when their work shifts end.
5. There will no use of child labour , and specifically there will be compliance with relevant International Labour Organization standards.
6. The Supplier will respect the rights of employees to freedom of association and recognition of employees' rights to collective bargaining , where allowable by law.
7. The Supplier will provide safe and healthy working conditions for all employees.

8. The Supplier will carry out all operations with care for the environment and will include compliance with all relevant legislation in the country concerned.
  
9. Business will be conducted with integrity . There will be no payment , services , gifts ,entertainment or other advantages offered or given to any ECS /2XL employee or third party which are intended to influence the way in which the ECS /2XL employee or third party exercises his or her duties. Similarly, ECS NV/2XL NV will not offer or give such payments , services , gifts , entertainment or other advantages to any Supplier which intends to influence the way the Supplier exercises his or her duties. There will be no actual or attempted money laundering.
  
10. The Suppliers' working on behalf of ECS NV/2XL NV will take responsibility to require adherence to the principals of this Code of Conduct from their direct suppliers and exercise diligence in verifying that these principles are being adhered to.
  
11. The Supplier's personnel remain under the leadership, authority and supervision of the Supplier. The Supplier remains responsible for its personnel at all times, amongst others with regard to respecting the driving and rest periods, social and fiscal legislation, working hours, wages ...
  
12. ECS NV/2XL NV does not exercise any authority on the Supplier or its personnel.
  
13. The Supplier will fulfil all social laws and fiscal obligations imposed on the employers with regards to its employees.

On the first demand of ECS NV/2XL NV , the Supplier will provide documentary evidence that he complies with all social and fiscal obligations.

14. Whenever operating in Belgium with non-Belgian employees , as appropriate and in accordance with the legal requirements, these employees must be in possession of the necessary documents, such as A1 documents, residence permits, work permits, Limosa declarations (L1 documents) via [www.limosa.be](http://www.limosa.be) and other documents that indicate the correct membership and payment at a social security system.
  
15. The Supplier will be responsible for the compliance with labour law provisions, including driving and rest periods, working hours and minimum rest periods, holidays, compensation for overtime, health, safety, hygiene and well-being of employees in the workplace with regards to its own employees. The Supplier will ensure that its subcontractors will comply with these provisions with regards to their respective employees.
  
16. The Supplier declares not to employ any illegal workers and undertakes to have the provisions of this article complied with by its own subcontractors.
  
17. Under no circumstances , ECS NV/2XL NV will tolerate forced labour or human trafficking . ECS NV/2XL NV also expects that the Supplier treats their workers fairly and offer transparent employment terms and good working and living conditions.
  
18. The Supplier undertakes not to employ workers under the posting of workers regime, except by means of authorized employment agencies, and to see to it that no agreements are concluded with false self-employed persons.