



Terms and Conditions of Sale

SECTION I: GENERAL

As applicable of **1 January 2026**

ECS European Containers NV

2XL NV

ECS Trucking BV

2XL France SAS

ECS Corporate NV

2XL UK Limited

ECS Logistics Group BV

Jointly referred to as "ECS"

These Terms and Conditions govern the agreement between you, the Customer, and us, ECS. While we always strive to provide the best service possible, please note that we do not guarantee specific outcomes. Although all clauses within these terms are essential, we would like to highlight the following provisions: (i) the assignment of specific responsibilities and obligations to the Customer, notably concerning the provision of information, payment conditions, and warranties, (ii) the compensation of ECS under specific conditions, (iii) the limitations or exclusions on ECS's liability per service and notification periods for claims. Depending on the Services to be carried out by ECS, one or more sections of the Terms and Conditions apply: (i) "Section I: General" applies to all Services, (ii) "Section II: Transport Services" applies to the carriage of goods by ECS, (iii) "Section III: Warehousing" applies to all Warehousing Services, (iv) "Section IV: Customs" applies to the services related to the arranging Customs Formalities as a Forwarding Agent.

1 Definitions

1. In addition to the terms defined elsewhere in the Terms and Conditions, capitalized words and expressions shall have the meaning set out in [Annex I](#).

2 Applicability

2.1 The Terms and Conditions shall apply to all quotes, legal relationships, and agreements or contracts made by or entered into by or on behalf of ECS in respect of the Services provided, or made available by ECS, unless a separate written agreement has been concluded, explicitly agreed and signed by the parties which specifically excludes the application of all or some of the provisions of these Terms and Conditions.

2.2 All terms and conditions stipulated or referred to by the Customer in any order, correspondence, or documents (whether in electronic form or otherwise), or implied by any course of dealing between ECS and the Customer, are hereby expressly excluded, unless and to the extent that ECS has expressly accepted them in writing for the specific case at hand. Any deviating terms and conditions contained in Transport Documents or other documents issued by the Customer or carriers shall not apply. ECS's Terms and Conditions shall take precedence in all cases.

2.3 Each booking or acceptance of a quotation constitutes proof of the Customer's unconditional acceptance of these Terms and Conditions, and the Customer explicitly waives the applicability of its own general terms and conditions.

2.4 The Customer has availed themselves of all information related to these Terms and Conditions and its specific conditions of execution and, further to such acknowledgement, declares to accept these Terms and Conditions in full consent and good faith and fully aware of all obligations pertaining thereto. The Customer represents and warrants that it will bring these Terms and Conditions to the attention of any person whom the Customer may instruct to deal with ECS, including any Consignee, Consignor, carrier, agent, employee, or other party instructed by the Customer.

2.5 In the absence of express acceptance by the Customer of these Terms and Conditions, by receiving or using the Services from ECS, the Customer shall be deemed to have read, understood, and agreed to these Terms and Conditions, without amendment.

2.6 ECS reserves the right to modify these Terms and Conditions from time to time to reflect changes in applicable Laws, regulatory requirements, or operational necessities. Any material modifications to these Terms and Conditions will be communicated to the Customer by email at least fifteen (15) calendar days before the effective date of such modifications. The modified Terms and Conditions will also be published on ECS' website (www.ECS.be).

If the Customer does not accept any material modifications, the Customer may terminate the contractual relationship with effect as of the effective date of such modifications by written notice to ECS sent before that effective date. If the Customer continues to use Services after the

effective date of the modifications, the Customer shall be deemed to have accepted the modified Terms and Conditions. This clause does not affect ECS's right to modify rates and charges in accordance with the specific provisions set out in these Terms and Conditions.

2.7 Depending on the Services to be carried out by ECS, one or more Sections of these Terms and Conditions apply: (i) "*Section I: General*" applies to all Services, (ii) "*Section II: Transport Services*" applies to the carriage of goods by ECS, (iii) "*Section III: Warehousing*" applies to all Warehousing Services, (iv) "*Section IV: Customs*" applies to the services related to the arranging Customs Formalities as a Forwarding Agent. Insofar as multiple sections apply to an Order that is carried out, or is deemed to be carried out, by ECS, in the case of different provisions governing the same Order, the provision that is most beneficial to ECS shall apply.

3 Services

3.1 ECS shall perform the Services in a manner reasonably believed to be in the best interests of the Customer and with such care as a reasonably prudent professional provider of similar services would use under similar circumstances. ECS shall utilize for the Services the technical competence, financial capacity, management skills, competent and qualified personnel, and equipment necessary to carry out its duties and responsibilities. Each undertaking by ECS shall qualify as a best-efforts undertaking ("*middelverbintenis*") and not an undertaking of result ("*resultaatverbintenis*"), unless otherwise required under applicable mandatory law.

3.2 Subject to specific written instructions given by the Customer and accepted by ECS in writing, ECS reserves to itself complete freedom in respect of the means and procedures to be employed in the provision of the Services.

3.3 ECS may, at its discretion, arrange for the Services or any part thereof to be carried out by one or more sub-contractors or agents on any terms whatsoever. Where such a sub-contractor is appointed at the request of the Customer, ECS shall have no liability for the acts or omissions of the sub-contractor. ECS shall act as an independent contractor.

4 Owner of the Goods

4.1 The Customer warrants that it is either the Owner of the Goods or the authorized agent acting on behalf of the Owner. The Customer also affirms that it accepts these Terms and Conditions on its behalf (including the Consignor, the Consignee, the Owner, and the shipper) and on behalf of any Third Party that is or may become interested in the Goods.

5 Quotations, rates, invoices, and payment

5.1 Quotations and offers

5.1.1 All written offers and quotations, unless expressly stated otherwise, shall remain valid for 30 days from the date of issuance. Such offers and quotations are subject to these Terms and Conditions and do not include VAT, duties, or any other Taxes, unless otherwise expressly agreed. All offers made by ECS are non-binding until an agreement has been concluded. An

agreement is concluded by written confirmation of ECS or by ECS starting with the execution of the Services.

5.1.2 Written offers and quotations may include specific terms and conditions. If any of these terms or conditions conflict with these Terms and Conditions, the offer or quotation accepted by the Customer will take precedence.

5.2 Rates

5.2.1 ECS is entitled to adjust any already accepted rates in all fairness if, after the conclusion of the agreement, cost-increasing factors occur that are beyond the control of ECS, including (government) measures in the area of safety, fuel, surcharges, quality, the environment, taxation aspects and market developments in the area of labor and/or energy that had not been taken into account upon entering into the contractual relationship with ECS.

5.2.2 If, in the reasonable opinion of ECS the circumstances have changed after the conclusion of the contractual relationship such that it is unfair to expect that ECS shall (continue to) carry out the Services even against the rates that have been adjusted under Clause 5.2.1, ECS shall have the right to dissolve the agreement if and insofar as this refers to the Services not yet carried out, or to cancel the Services without becoming liable to pay damages as a result.

5.2.3 If, for any reason, a written offer, quotation, order confirmation, or other commercial document issued by ECS to the Customer does not expressly specify the applicable rates, surcharges, or pricing elements, the then current standard tariffs and pricing

of ECS, as set out in ECS's applicable tariff schedule and/or price list, shall apply by default. Any failure to expressly refer to such tariff schedule or price list in an individual offer or quotation shall not be construed as a waiver or amendment of such tariffs or pricing, unless expressly agreed otherwise in writing between ECS and the Customer.

5.3 Invoices

5.3.1 All invoices of ECS must be paid by the Customer by the payment deadline set in this respect, but at the latest within 15 days, without any deduction or set-off, unless otherwise expressly agreed. Disputing an invoice shall not suspend the payment obligation of the Customer.

5.3.2 Each payment to ECS by the Customer must be effected in the manner specified by ECS. Payment to a representative of the Customer shall not release the Customer from its payment obligation to ECS.

5.3.3 Payment by the Customer to ECS shall serve first of all for the payment of the costs, subsequently for the payment of the outstanding interest, and finally for the payment of the portion of the principal amount and the accrued interest specified by ECS, despite any direction to the contrary by the Customer.

5.3.4 Any unpaid amounts beyond 15 days of the receipt of an invoice will be subject to automatic and immediate increase, without notice, from the invoice date, with interest and a lump-sum compensation payment for recovery costs. Interest will be calculated in accordance with the Belgian Statute of 2 August 2002, as amended by the Belgian Statute of 14 August 2021,

which enforces European Directive 2011/7/UE of 16 February 2011, with an additional 8 percentage points and rounded up to the higher half-percent point. The applicable interest rate will not be less than 10% per annum.

5.3.5 In addition to interest, the Customer shall pay a lump-sum compensation for recovery costs in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions (as amended), being €40 for invoices up to €150, €60 for invoices between €150 and €500, and €100 for invoices exceeding €500. ECS reserves the right to prove and claim any actual damages, costs, or losses beyond these statutory amounts, including but not limited to reasonable legal fees, administrative costs, and debt collection expenses.

5.3.6 In the event of a dispute about what the Customer owes ECS by virtue of the Services carried out, the documentation to be submitted by ECS shall provide full evidence of the nature, contents, and scale of the Services carried out, except for any proof of the contrary by the Customer. The documentation of ECS has preference over any documentation drawn up by the Customer or by Third Parties.

5.3.7 ECS has the right to set-off any claim, damage, loss, expense, liability, or cost that ECS would have, threaten to have, or bear and which would result from, or be related to, the performance of the Services, against the amounts that ECS would owe to the Customer related to the Supply Chain Services, without prior notice by ECS to the Customer or judicial intervention being required.

5.3.8 The Customer shall not be entitled to set-off any amount due to ECS against any amount to which the Customer may be entitled or which it claims to be entitled to receive from ECS related to the Services.

5.4 Prepayments, securities

ECS is at all times entitled to demand an advance payment from the Customer, a prepayment, an interim payment, or a security that is adequate in its opinion to cover any amount due or which might become due for the Services as well for all claims by ECS against the Customer now or in the future or by any Third-Party against ECS related to the Services. If the Customer fails to fulfill such a request immediately, ECS shall be entitled to refuse, suspend, interrupt, or terminate the Services without requiring any written warning, a notice of default, or judicial interposition. The same applies if the Customer fails to perform any other obligation towards ECS. ECS shall never accept any liability for any resulting damage whatsoever.

6 Information and documentation

6.1 The Customer warrants that it is fully familiar with all Laws, formalities, and required Transport Documents, Customs Documents, as well as with Customs Formalities, whether internationally or nationally in force, which are relevant for the Services by ECS, as well with operational measures, preparations, and logistics requirements of ECS and Third Parties in place, which are relevant for the on-time performance of Services by ECS and to comply with the Law.

6.2 The Customer undertakes to document each Order, before its execution, entirely and accurately in writing, if applicable via ECS' portal or other agreed electronic data exchange-method, and to fulfill and complete all formalities required by Law and/or Authorities, to enable ECS to execute its Services timely, in accordance with these Terms and Conditions and the Law, including all characteristics and properties of the Goods, and their packaging (including, the nature, temperature settings, gross weight, gross mass, and measurements of any Goods), and the description and particulars of any Services required by or on behalf the Customer, which may be of relevance to the sound performance of the Services. The Customer shall be responsible for all information and data on the relevant Transport Documents, Customs Documents and other documents.

6.3 This information duty includes a complete description of the Goods (incl. type, number, weight, condition, risk category), enabling their identification, the parties involved, and any associated hazards. The Customer shall also inform and instruct ECS about the limitations connected with the protection, handling, and storage of the Goods. ECS is authorized by the Customer to disclose this information to any Third Party deemed necessary.

6.4 Except pursuant to instructions previously received in writing and accepted in writing by ECS, ECS will not accept or deal with Dangerous Goods or Goods of a damaging nature, nor with Goods likely to harbor or encourage vermin or other pests, nor with Goods liable to taint or affect

other Goods. If such Goods are accepted according to a special arrangement, but, thereafter, and in the opinion of ECS, constitute a risk to other goods, property, life, or health, ECS shall, where reasonably practicable, contact the Customer to require him to remove or otherwise deal with the Goods, but reserves the right, in any event, to do so at the expense of the Customer.

6.5 In any event, the Customer must declare to ECS the presence of any possible hazardous goods or waste permitted under the UIC data specification and must comply with the provisions that govern their transport. In addition, the provisions of the Regulation on the international carriage of dangerous goods apply to their entirety, including RID (*"Reglement international concernant le transport des marchandises dangereuses par chemin de fer"*), ADR (*"Accord européen relatif au transport international des marchandises Dangereuses par Route"*), and IMDG-code (*"International Maritime Dangerous Goods Code"*).

6.6 The Customer represents and warrants that all the information, statements, and documents provided are complete, accurate, adequate, correct, and sufficient to perform the Services. The Customer shall, in any event, notify ECS promptly upon becoming aware of any information and/or documents that are incorrect, inaccurate, erroneous, or fraudulent

6.7 If ECS reasonably suspects, or relevant Authorities notify or alert, that the Customer has maliciously or negligently provided incorrect, incomplete, late, or non-compliant information or documentation about

the Goods, ECS may take immediate remedial and/or prohibitive measures as necessary or required by Law. ECS may cease or refuse shipment of the Customer's Goods, request payment security or bond, or take any other appropriate action. Any measures taken will be without prejudice to ECS's right to indemnification by the Customer in accordance with the Customer's liability as set out in these Terms and Conditions.

6.8 ECS shall be entitled to suspend the execution of a Service or to cancel it, without any prior notice and any compensation being due, if it is of the reasonable opinion that (i) the Customer is not compliant or not on time with its obligations under these Terms and Conditions or (ii) if it inadequately executes its requirements, or (iii) the performance thereof entails an increased risk of liability or, for one or the other reason, is reasonably or economically unjustified.

7 Lien – Sale

7.1 ECS has a general lien on all Goods and documents relating to Goods in its possession, custody, or control for all sums due at any time to ECS from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or Services provided by or on behalf of ECS to the Customer or Owner.

7.2 ECS shall be entitled, on notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums.

7.3 ECS shall, upon accounting to the Customer for any balance remaining after payment of any sum due to ECS, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.

7.4 When the Goods are liable to perish or deteriorate, ECS's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to ECS, subject only to ECS taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

7.5 ECS shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances): (i) after a notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts (including at least two attempts via email to the last known contact details provided by the Customer) have been made to contact any parties who may reasonably be supposed by ECS to have any interest in the Goods) without notice, any Goods which have been held by ECS for ten (10) days and which cannot be delivered as instructed; and (ii) without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to ECS, or Third parties, or to contravene any applicable Laws. All costs and expenses incurred by ECS in connection with the storage, handling, sale, disposal, destruction or other dealing with the Goods (including, without limitation, storage charges) shall

be borne by the Customer. Where the Goods are sold, ECS may apply the proceeds of sale first towards (a) all such costs and expenses and (b) any sums due by the Customer to ECS in relation to the Goods, and shall account to the Customer for any remaining balance. If the proceeds of sale are insufficient to cover the amounts due and the costs and expenses, the Customer shall remain liable for the shortfall. In conducting any sale, ECS shall use reasonable endeavours to obtain a commercially reasonable price in the circumstances, having regard to the nature and condition of the Goods and the relevant market.. ECS shall not be liable for any shortfall between the sale proceeds and the amounts owed, nor for any failure to achieve a particular price, provided it has acted in accordance with this obligation.

7.6 If, after ECS has held the Goods pursuant to this Clause 7.5 but before any sale or disposal has taken place, the Customer and ECS reach an agreement for the delivery or collection of such Goods, the Customer shall reimburse ECS for all costs incurred during the holding period, including but not limited to storage costs, handling fees, administrative expenses, and any other reasonable costs associated with retaining the Goods.

8 EDI connection - Portal

8.1 At the request of ECS, the Customer shall cooperate with ECS in the establishment and maintenance of the EDI connection and/or the use of ECS's portal, including providing the necessary information and resources as reasonably requested by ECS.

8.2 The Customer shall implement and comply with the appropriate technical and organizational measures to protect the confidentiality, integrity, and availability of the EDI Connection and/or ECS portal and the data transmitted through it. The Customer shall promptly notify ECS in the event of any security incidents, breaches, or unauthorized access related to the EDI Connection and/or ECS' portal.

8.3 The Customer agrees to indemnify and hold ECS harmless from any claims, losses, liabilities, damages, costs, or expenses arising out of its breach of Clause 8 or any unauthorized use or disclosure of the EDI Connection and/or ECS portal, including for any indirect, incidental, consequential, or special damages arising out of or in connection with the EDI Connection and/or ECS portal, such as the lost profits, loss of data, or business interruption.

9 Liability of the Customer

9.1 The Customer shall promptly indemnify and hold harmless ECS, employees, and its subcontractors against all costs, expenses, claims, losses, liabilities, orders, awards, fines, proceedings, and judgments of whatsoever nature howsoever assumed, incurred, or suffered by ECS, any of its subcontractors as a result of, arising out of or in connection with the Services, including:

(i) all liability, loss, damage, costs, and expenses whatsoever arising out of the act, omission, or instructions of the Customer, Consignee, Consignor, Owner, or any other persons interested in the Goods;

(ii) all liability, loss, damage, costs, and expenses whatsoever arising out of any breach by the Customer of any of the warranties given or obligations under these Terms and Conditions;

(iii) all liability, loss, damage, costs, and expenses whatsoever arising out of the Customer becoming liable to any other Person and/or incurring or suffering additional expenses because of ECS carrying out the Customer's instructions;

(iv) all liability, loss, damage, costs, and expenses whatsoever arising out of any cause arising from or with respect to the Goods for which ECS is not responsible;

(v) all liability, loss, damage, costs, and expenses whatsoever arising out of delayed, inaccurate, or incomplete information, whenever provided by, or on behalf of the Customers on which ECS relies.

9.2 The Customer shall fully indemnify ECS for all damages, losses, expenses, and costs incurred by ECS and hold ECS harmless against any claims of Authorities, Third Parties, and other customers, arising out of or in connection with the Services that could be filed against ECS.

9.3

10 Claim against ECS

10.1.1 Only ECS shall be liable to the Customer for matters arising from the Services. The Customer expressly agrees that, to the fullest extent legally permissible, the Customer, any of its affiliated companies, and/or its or their respective directors, shareholders, or personnel shall not, and hereby waive any right they may have to: (i) initiate any

claims based on tort, non-contractual, or extra-contractual liability against ECS, its Affiliate Companies, or any of their auxiliaries or auxiliary persons (including its shareholders, directors, managers, employees, contracted personnel, subcontractors, agents, Carriers, or any other person(s) authorized by ECS to act on its behalf); nor (ii) hold ECS, its Affiliated Companies, or any of their auxiliaries liable on any such basis.

10.1.2 The Customer shall ensure that its own contracting parties, their affiliates, and their respective directors, shareholders, or personnel also waive any such rights and do not initiate any claims in relation to facts, acts, or omissions that may give rise to liability and that directly or indirectly arise out of or relate to the negotiation, conclusion, performance, or termination of the contracts and/or services.

The Customer shall indemnify and hold harmless ECS, its Affiliated Companies, and their auxiliaries (including its shareholders, directors, managers, employed or contracted personnel, subcontractors, agents, or any other person(s) authorized by ECS to act on its behalf) against any such claims from: (i) the Customer's affiliated companies; (ii) the Customer's own contracting parties and/or their affiliates; and (iii) their respective shareholders, directors, managers, employed or contracted personnel, subcontractors, agents, or any other person(s) authorized by the contracting party to act on its behalf.

10.1.3 These exclusions of liability shall apply to every claim against ECS, whether based in contract or tort. The Customer acknowledges and accepts that these exclusions of liability apply

to all claims as of 1 January 2025.

11 Notification period - Time Bar

11.1.1 Any claim by the Customer against ECS arising in respect of any Service provided for the Customer, or which ECS has undertaken to provide, shall be made in writing and notified to ECS within fourteen (14) days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and barred, except where the Customer can show that it was impossible for him to comply with this time limit and that he has made the claim as soon as it was reasonably possible for him to do so.

11.1.2 Notwithstanding Clause 11.1.1 and unless otherwise provided under applicable mandatory Laws, ECS shall, in any event, be discharged of all liability whatsoever and howsoever arising in respect of any Service provided for the Customer, or which ECS has undertaken to provide unless a legal action against ECS be brought within 9 (nine) months from the date of the event or occurrence alleged to give rise to a cause of action against ECS.

12 Taxes - Customs & Excise duties

12.1 The Customer shall be responsible and liable for any Taxes and the payment thereof for, or in connection with, the Goods, and it shall be liable for any payment, settlement, damage, or loss incurred or suffered

by ECS in connection with such Taxes.

12.2 The Customer undertakes to indemnify and hold ECS harmless in the widest possible sense against any claims from Authorities and/or any other Third Party related to Taxes for, or in connection with, the Goods, even if these claims arise or are in connection with, the actions or failings by Consignee, the Consignor, the Owner and/or the Cargo Interest.

13 Data Protection

13.1 The Parties agree, when processing personal data in the context of the Services, to comply with all Data Protection Laws applicable to the scope of this Agreement, including the Regulation (EU) 2016/679 (GDPR), the Belgian Data Protection Act of 30 July 2018 and the e-privacy obligations as derived, inter alia, from the Electronic Communications Act of June 13, 2005

13.2 The personal data communicated by the Customer to ECS will be processed by ECS as a data controller. ECS will process such data for the purposes of the Services. The Customer will ensure, both in its own name and on behalf of ECS, that the employees (if any), independent Carriers, and their employees whose personal data are transferred are adequately and lawfully informed of this transfer, for this transfer.

14 Insurance

14.1 Unless expressly agreed otherwise in writing, each Party shall, at its own expense, procure and maintain insurance policies under these Terms and Conditions and any requirements

by Law, including public and third-party liability. ECS is under no obligation to maintain insurance for Goods on behalf of the Customer.

14.2 The Customer shall at its own cost, effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under this Agreement, including cargo insurance.

15 Severability

If a provision of these Terms and Conditions is held to be illegal, invalid, or unenforceable, in whole or in part, under any applicable Law, then such provision or part of it shall be deemed not to form part of these Terms and Conditions, and the legality, validity, and enforceability of the remainder of these Terms and Conditions shall not be affected. In such case, such invalid or unenforceable provision shall be automatically replaced by a provision that best meets the economic effects of the invalid or unenforceable provision.

16 Termination and suspension

16.1 ECS is entitled either to suspend the Services forthwith or to terminate the contract at any time, either totally or partially, by means of a written notice, which shall have immediate effect in the following circumstances:

(i) The Customer is in material breach of any of the provisions of these Terms and Conditions, and, provided the breach can still be remedied, fails to remedy such breach within a period of

thirty (30) days after written notice requesting such remedy;

(ii) ECS has reasonable grounds to believe that the Customer will not fulfil its material obligations under these Terms and Conditions;

(iii) Any arrest or lien is executed upon any of the Goods or goods or property of the Customer;

(iv) The Customer becomes insolvent, seeks creditor protection, offers to make arrangements with or for the benefit of its creditors or commits any act of bankruptcy or, being a limited company, has a liquidator or receiver appointed of the whole or any part of its undertaking, property or assets, or is declared bankrupt, or has decided to wind-up;

(v) An order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer (save for reconstruction or amalgamation without insolvency and previously approved in writing by ECS);

(vi) The Customer has offered any advantage, bribe, gift, payment, consideration, or benefit which constitutes an illegal and/or corrupt practice in relation to the conclusion or the fulfilment of the contractual relationship to any person within/staff of ECS;

(vii) ECS is of the opinion that a case of Force Majeure shall delay the execution of the Services by more than thirty (30) days, or that this execution shall be unreasonably onerous to carry out.

16.2 The Customer is entitled to terminate the contract by giving

ECS ninety (90) days' written notice in the following circumstances:

(i) ECS is in material breach of any of the provisions of the Contract and/or these Terms and Conditions, and fails to remedy such breach within thirty (30) days after written notice requesting such remedy;

(ii) ECS becomes insolvent, seeks creditor protection, or has a liquidator or receiver appointed;

16.3 Either party may terminate the Services for convenience by giving the other party one hundred and twenty (120) days' written notice.

16.4 Notwithstanding any termination, the Customer shall pay ECS for all work done and equipment supplied up to and including the date of termination.

16.5 Upon termination, ECS shall continue to provide reasonable assistance for the orderly transfer of the Supply Chain Services for a period not exceeding thirty (30) days, subject to payment of applicable charges.

17 Governing Law - Jurisdiction

17.1 These Terms and Conditions, the contractual relations, and all non-contractual undertakings arising out of or in connection with these Terms and Conditions and the Services are governed by and construed in accordance with Belgian law.

17.2 The courts of Brugge have exclusive jurisdiction to settle any dispute arising out of or in connection with the Terms and Conditions and/or the Services,

including the relevant non-contractual undertakings arising out of or in connection with these Terms and Conditions and/ or Supply Chain Services.

Annex 1 – Definitions & Interpretation

Definitions

“Acceptance” means accepting the Goods for Warehousing Services after the items are physically lifted off the vehicle at the Warehouse and the Transport Documents have been signed by ECS.

“Affiliated Companies” means any firm, company, corporation, or other organization in the ECS Logistics Group BV which (i) is directly or indirectly controlled by ECS Logistics Group BV; (ii) directly or indirectly controls ECS Logistics Group BV; or (iii) is directly or indirectly controlled by a third party who also directly or indirectly controls ECS Logistics Group BV.

“Annual Volume” means the yearly sum of incoming, outgoing, and handled amounts of Goods within ECS for the same Customer.

“Authority” or **“Authorities”** means any governmental authority, quasi-governmental authority, multinational organization or body, court, government or self-regulatory organization, commission, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, including customs authorities and their officers.

“Belgian Freight Forwarders Standard Trading Conditions” means the conditions as drawn up by the non-profit association

(“*vereniging zonder winstoogmerk*”, abbreviated into “VZW”) National Confederation of Freight Forwarders of Belgium and published in the Annexes of the Belgian State Gazette of 24 June 2005, including all amendments.

“Business Day” means a day, other than a Saturday, Sunday, or public holiday in Belgium, when banks in Brussels are open for business.

“Business Hours” means the period from 9.00 am to 5.00 pm on any Business Day.

“Cargo Interest” means anyone who would suffer a loss if the Goods were damaged, lost, delayed, or destroyed or who would benefit from the safe arrival of the Goods or, in general, showing an economic interest in the Goods.

“Carrier” means any road carrier, ocean carrier, and/or railway undertaking involved in the Services and/or the carriage of the Goods on behalf of the Owner, and if applicable, ECS shall qualify as a carrier (“*commissionnaire de transport*”) whereby it has the task to carry, as the main contractual obligation, goods on the authority and on behalf of its Customer.

“CIM Convention” means International Convention concerning the Carriage of Goods by Rail of 7 February 1970, Belgian Official Gazette of 7 September 1983.

“CMNI Convention” means the Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway; Belgian Official Gazette of 10 October 2008

“CMR Convention” means the Convention on the Contract for the International Carriage of

Goods by Road of 19 May 1956; Belgian Official Gazette of 8 November 1962.

“Collection” means collecting the Goods at the Warehouse whereby the items are physically put ready to be mounted onto the truck at the Warehouse and Transport Documents have been signed by ECS.

“Consignee” means the Person listed as such on the Transport Documents and/or to whom the Goods are deemed to be delivered.

“Consignment Note” means the consignment note for loaded or empty Transport Units drawn up in accordance with the provisions of the applicable Laws.

“Consignor” means the Person who is listed on the Transport Documents as the shipper and/or sender and/or in whose name and/or on whose account the Order is accepted and/or executed.

“Custody” has the meaning as set out in Clause 6 of Section III.

“Customer” means any Person at whose request or on whose behalf ECS undertakes any business or provides advice, information, or Services. Customer shall include the Owner, Consignor, Consignee and their agents, subcontractors or any other person or entity and their agents, having an interest in the Goods in respect of which the Services are carried out or provided by the ECS and/or the Carrier.

“Customs Documents” means any documents in paper and/or electronic format relevant for customs and excise purposes and/or required by the Law and/or Authorities for the import, export, or transit of the Goods

and/or change in the customs regime thereof, including commercial invoice, Transport Documents, customs value declaration, freight insurance, packing list, LRN, MRN, Entry Summary Declarations, Exit Summary Declaration, and any other documents associated with customs and/or excise import formalities such as, among others, proof of (preferential) origin, inspection certificates, import and export licenses, documents required for VAT purposes.

“Customs Formalities” means any formalities required by the Law and/or Authorities for customs and/or excise purposes such as import, export, transit of the Goods and/or storage in bonded warehouses, including the processing of Customs Documents, completing of declarations and clearances, payments of Taxes duties, excise and/or tariffs and any other Taxes, as well as any order, action or instruction given by an Authority in this respect.

“Customs Representative” has the meaning as set out in Article 18 of the Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code (“UCC”) and any other applicable Law.

“Customs Services” means any services performed or arranged by ECS in connection with Customs Formalities, for the account and on behalf of the Customer.

“Dangerous Goods” means any substances, materials, or goods that possess inherent hazards, pose risks to health, safety, the environment, or property, and are classified as hazardous, noxious, dangerous, radioactive, or

polluting. Additionally, this includes any materials, fumes, residues, or vapors associated with such goods. The classification of “dangerous” is determined based on the Laws in effect.

“De Minimis” shall have the meaning set out in Clause 17.1 of Section III.

“Delivery” means making available Goods to the Consignee or other Cargo Interest, who will vouch for the release of the Goods, unstowing of the Goods, physical removal of the Goods from the vehicle, unloading, and all related actions.

“Direct Customs Representative” means Customs Representative acting in the name and on behalf of the Customer and/or Owner with Authorities.

“ECS” means the limited company *ECS European Containers NV*, with company number 0435131508, and registered office at 8380 Zeebrugge (brugge), Baron De Maerelaan 155 and any of its Affiliated Company, including:

- *2XL NV* with company number 0449424358, and registered office at 8380 Zeebrugge (Brugge), Baron De Maerelaan 155;

- *ECS Trucking BV* with company number 0835645397, and registered office at 8380 Zeebrugge (Brugge), Baron De Maerelaan 155;

- *ECS Corporate NV* with company number 0832890302, and registered office at 8380 Zeebrugge (Brugge), Baron De Maerelaan 155;

- *2XL France SAS* with company number 82392178800027, and registered office at 62119 Dourges, Bâtiment Lb1, Zone Logistique B, ADRET DU 116-117;

- *2XL UK Limited* with company number 10410644, and registered office at HU13 9PB Hessele, Suites 3 and 4 - Priory House, Saxon Way;

- *ECS Logistics Group BV* with company number 0779311856, and registered office at 8380 Zeebrugge (Brugge), Baron De Maerelaan 155

“Exporter of Record” means the Person involved in the export of a specific shipment of products out of a country or customs union. The exporter of record status makes a company responsible for obtaining export clearance and for complying with export regulations.

“Forwarding Agent” means every legal entity belonging to the ECS that has the organisation of carriage of Goods as activity and/or falls under the legal definition of forwarding agent as defined in the Belgian law on regulations for intermediaries in freight transport of June 26, 1967 published in Belgian Official Gazette of September 27, 1967. (Commissionair-expediteur).

“Forwarding Services” means all services provided by ECS in its capacity as a Forwarding Agent related to the arranging of the transportation and logistics of Goods on behalf of the Customer in its capacity as a freight forwarder, including as a Customs Representative.

“Freight Fees” means the agreed price for the transport of the Goods to the Consignee.

“Full Load Transport Services” means the services provided by ECS in its capacity as a (road) Carrier.

“Goods” means goods (or stock) stored and/or handled in respect of which the Service or deemed

to be described in the Order, the relevant Transport Documents and/or Customs Documents as well as the Transport Units used.

“Hague-Visby Rules” means the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed in Brussels on 25th August 1924, as amended by the Protocol signed in Brussels on 23rd February 1968, as enacted in Belgium, and as set out, or incorporated, in the Commercial Code of Belgium (cfr.: Book II Commercial Code, article 91), or as enacted in any legislation being compulsorily applicable to the Services.

“Incident” means any one or more occurrences of loss, damage, cost or expense arising out of the same originating cause. All loss, damage, cost or expense arising out of a series of related acts, omissions, events or conditions which have the same originating cause shall be deemed to constitute one single Incident, irrespective of the number of affected Goods, claimants, locations or the period over which such loss, damage, cost or expense occurs.

“Intermodal Transport Services” means the services provided by means the combined transportation of goods by two or more different modes of transport (such as road, rail, inland waterway, or sea) within a single, integrated logistics operation, whereby the goods remain in the same transport unit throughout the journey and are not handled when changing modes.

“Law” means any national or international law, statute, regulation, directive, rule, ordinance, subordinate legislation, principle of common law, judgment, order,

instruction, guideline, award, or decree of any Authority (including any judicial or administrative interpretation thereof) in force, fully implemented and enforceable.

“Order” means any order by the Customer to ECS for the performance of or related to the Services, or any related services and/or activities.

“Owner” means the owner of the Goods, and any other Person who is or may become interested in them.

“Person” means a natural person(s) or any body or bodies corporate

“Services” means Transport Services, Warehouse Services, Forwarding Services, including Customs Services or any related services and/or activities.

“SDR” or **“Special Drawing Rights”** means the international reserve asset created by the International Monetary Fund (IMF). For the purposes of these Terms and Conditions, any amount expressed in SDR shall be converted into euros at the SDR/EUR exchange rate published by the IMF for the relevant date (or, if no rate is published for that date, the most recent prior business day for which such rate is published).

“Warehouse Services” means the supply chain services provided by ECS at its Warehouse, including the reception of the goods, storage, and VAL Activities.

“Tax” or **“Taxes”** means any and all forms of taxation, duties, levies, or imposts, whether direct or indirect including, customs and excise duties and other import duties, value-added tax, including import VAT, packaging levy,

monitoring charges, environmental taxes, and duties and any other type of taxes or duties in any relevant jurisdiction; together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction.

“Terms and Conditions” means ECS’ terms and conditions, depending on the Services to be carried out by ECS, one or more Sections of these Terms and Conditions apply: (i) *“Section I: General”* applies to all Services, (ii) *“Section II: Transport Services”* applies to the carriage of goods by ECS, (iii) *“Section III: Warehousing”* applies to all Warehousing Services, (iv) *“Section IV: Customs”* applies to the services related to the arranging Customs Formalities as a Forwarding Agent.

“Third Party” means any other Person than ECS and the Customer.

“Transport Costs” means all costs, other than Freight Fees, related to the execution of the Transport Order, including the costs related to loading and unloading, surcharges for waiting hours, diesel surcharge, ADR, customs scan, kilometer charges, toll, and all other expenses incurred in the interest of the Goods.

“Transport Documents” means any and all relevant documents for the execution of the carriage of the Goods, such as the waybill (Consignment Note) and/or any similar document, proof of delivery, packing list, and Customs Documents.

“Transport Services” means the services related to carry, as the main contractual obligation, goods on the authority and on

behalf of its Customer whereby ECS qualifies as Carrier.

“Transport Unit” means packing cases, pallets, containers, tankers, or any other devices used whatsoever for and in connection with the carriage of the Goods by land, sea, or air.

“VAL activities” means value added logistics activities in the supply chain, including picking, (re)packing, (re) labeling, reconditioning, (re)sampling, and other physical and intellectually similar activities performed by ECS;

“Value on Arrival” means the documented price of the production value or value on arrival of the Goods. The value of the Goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

“Volume Change” shall have the meaning set out in Clause 13 of Section III.

“Warehouse” means any facility used by ECS and where Custody takes place, as well as any equipment movable or immovable in that space;

“Force Majeure” means any event or circumstance beyond ECS’ control or which ECS cannot prevent by the exercise of reasonable diligence, and cannot be attributed to ECS claiming it and which makes it partially or wholly impossible for ECS to meet its obligations, including epidemics, fires, tsunamis, lightning strikes, earth quakes, hurricanes, whirlwinds, adverse weather conditions, volcanic activity, hostilities or acts of war, vandalism, sabotage or riots by

anyone not employed by either party, national or regional strikes and a decision by an Authority (*“fait du prince”*), traffic congestion, shortage of labour, fire/explosion, quarantine restrictions, and/or any social and public health measures (imposed or required by Authorities) on ECS or any Persons, in relation to the Services and/or in relation to breakdown in or interruption on communications and/or the use or operation (malicious or not) of any computer, computer system, computer software program, malicious code, computer virus, computer process or any other electronic system, or otherwise any kind of cyber incident (malicious or not).

Interpretation

(i) The words *“include”*, *“includes”*, and *“including”* and all forms and derivations thereof shall mean *“including but not limited to”*.

(ii) Any reference to obligations, undertakings, or liabilities mentioned in these Terms and Conditions which would rely on a Third Party related to the Customer, including on the Owner, the Consignee, the Consignor, and/or the Cargo Interest, whenever applicable, shall also be considered liabilities, obligations, and undertakings of the Customer with joint and several liabilities. The Customer shall cause these Third Parties, including the Owner, the Consignee, the Consignor, and/or the Cargo Interest, whenever applicable, to comply with these obligations and undertakings towards ECS and/or Third Parties under these Terms and Conditions so ECS is in a position to perform its Services on-time and to comply with the Law and the Customer’s instructions. The Customer shall be fully re-

sponsible and liable for any action or failure of these Third Parties in this context.

(iii) The headings in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation or construction of these Terms and Conditions.

(iv) References to any statute, statutory provision, enactment, order, regulation or other similar instrument shall include (i) any subordinate legislation made under it, (ii) any provision that it has modified or re-enacted (whether with or without modification), and (iii) any provision that subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the execution of an Order.

(v) If any condition or other provision contained in these Terms and Conditions requires a party to it not to do an act or thing, it shall be a breach of any such condition or provision to permit or suffer such act or thing to be done.