



Terms and Conditions of Sale

SECTION III: WAREHOUSING

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 Scope

1.1 The provisions under Section III of these Terms and Conditions apply to Warehousing Services provided by ECS, regardless of whether the Custody of the Goods occurs before or after a Transport Order or separately from any Transport Order.

1.2 ECS's Warehousing Services shall include (i) the reception of Goods; (ii) inbound flow; (iii) confirmation of receipt and put away in storage location; (iv) storage and inventory control, (v) outbound preparation, and (vi) VAL Activities.

2 Information and documentation

2.1 Without prejudice to the information and documentation obligations under Section I "General", the Customer undertakes to provide all information in writing to ECS before the start of the Custody so that ECS can execute the Order in accordance with the Law, including:

(i) the correct and accurate description of the Goods, type, number, weight, product information, European MSDS labels, condition, possible hazard class, and packaging characteristics, and any other characteristics and properties of the Goods, SKUs, and their packaging, which may be of relevance to the sound performance of the Services.

(ii) information related to storage and handling of the Goods, time schedules for transport, stock management, requirements concerning product quality, valid conformity and safety documentation regarding the Goods,

(iii) all instructions and limitations with respect to the protection, handling, or storage of the

Goods and the execution of the Custody in general, and

(iv) the identification of the manufacturer of the Goods and, where applicable, the importer, EU-established authorised representative or responsible economic operator, including their name, address and contact details and evidence of their appointment.

2.2 If the Goods are subject to customs and excise taxes or other Taxes imposed by any Authority, the Customer, no later than the start of the Custody, should provide ECS with all information that ECS, in accordance with the Law, must be able to provide to the Authority in its capacity as a warehouse keeper.

2.3 The Customer shall retain all relevant product, conformity, safety and traceability documentation regarding the Goods for at least twenty-five (25) years from the last dispatch of the relevant Goods, and shall provide such documentation upon ECS' first request, including after the termination of the Services.

3 Operational measures

3.1 The Customer warrants that all Goods have been properly and sufficiently prepared, packed, labeled, and/or marked and that the preparation, packaging, labeling, and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods. The packing must ensure its safety during transportation and storage, and eliminate the possibility of damaging the vehicles, and other goods in the Warehouse and the Warehouse.

3.2 The Customer shall instruct any other relevant Third Party of the requirements set out in these

Terms and Conditions and shall cause these Third Parties, the Goods and SKUs delivered at the Warehouse to comply with these Terms and Conditions.

3.3 In case the Customer and/or its related Third Parties fail to comply with the requirements set out in these Terms and Conditions, including requirements regarding correct labeling of the Goods and pallets, loading instructions, and pallet specifications, ECS reserves its rights to refuse acceptance of the Goods or to carry out the rework, whereby ECS shall be entitled to charge these additional services to the Customer. ECS shall not be liable for loss, damage, or delay that occurs as a consequence of noncompliance with these Terms and Conditions.

4 Warehouse – access to the Warehouse

4.1 The Customer will be deemed to have familiarised itself with and considered all conditions that could affect the Warehouse Services at the Warehouse, including information relating to the Warehouse and its surroundings, characteristics, surveillance, and any physical surface, and to have taken into account the climatic condition. The Customer acknowledges that ECS gives no warranty whatsoever in respect of the site conditions and it shall have no liability whatsoever and howsoever arising in respect of the site conditions.

4.2 ECS is under no obligation to grant access to Persons at the Warehouse unless a prior arrangement has been made with the Customer. The Customer guarantees that every person allowing access to the Warehouse and accompanying the Goods

possesses the appropriate Authorizations and clearance from relevant Authorities and will abide by all Laws, and ECS' instructions, including compliance with Laws.

4.3 ECS reserves the right to refuse the Goods entry to its Warehouse at any time, at its sole discretion, without any liability or compensation. This includes situations where the Customer fails to fulfill or delays in fulfilling its obligations under these Terms and Conditions, or when ECS reasonably suspects that the Customer may breach its obligations under these Terms and Conditions, or the Goods are not properly authorized, accredited, or in full compliance with Customs Formalities, or other requirements set out in the Law.

4.4 ECS shall furthermore be entitled, at its sole discretion, to determine in which Warehouse the Goods will be received, handled, and/or stored, and to transfer the Goods between different Warehouses of ECS and/or Third Parties, where it deems this appropriate.

5 Unloading – Acceptance

5.1 The Customer shall be responsible for the delivery and unloading of the Goods from the vehicle to the Warehouse. If ECS is asked by the Customer or by a carrier to unload the Goods from the vehicle, unloading by ECS or the carrier shall always be performed under the supervision, instructions, monitoring, and liability of the Customer.

5.2 ECS shall be responsible for the Acceptance of the Goods at the Warehouse. The transfer of risks and liability occurs at the moment of the Acceptance of the Goods by ECS.

5.3 After unloading the Goods, ECS will verify (i) the information on the Transport Documents, (ii) the number of packages, (iii) the numbers, as well as (iv) the external condition of the Goods and their packaging. In the case of loss, damage, shortages, or other faults, ECS will note a reservation on the Transport Documents and list the reason for that reservation.

6 Custody

6.1 ECS shall assume custody of Goods from the moment of Acceptance until the moment of Collection ("**Custody**"). The transfer of risks and liability occurs at the moment of the Acceptance of the Goods by ECS until the Collection.

6.2 The Customer grants ECS permission to deliver the Goods to the appointed Third Party, their representative, or any individual whom ECS reasonably deems authorized to collect on the Customer's behalf. The Customer and the receiving party are solely responsible for properly identifying and collecting the Goods for which delivery is requested, without holding ECS liable for any losses or damages, regardless of the cause, including ECS' negligence.

6.3 If, following Custody, the Customer, its representatives, or agents accept the Goods without verifying the condition of the Goods or without, in the case of visible loss or damage, no later than the moment of Collection, or, in the case of invisible loss or damage, no later than seven days after delivery, including Sundays and public holidays, notifying ECS of reservations in writing, indicating the general nature of the loss or damage, barring evidence to the contrary, it

will be deemed to have received the Goods in the state described in the Transport Documents or delivery note.

7 Handlings

7.1 Unless specific written instructions are provided by the Customer and accepted in writing by ECS, ECS retains full discretion regarding the means and procedures used in providing the Warehouse Services, including the Warehouse, the receipt, collection, loading, discharging, or delivery of Goods. If ECS believes it is in the Customer's best interest, it may deviate from the Customer's instructions (whether accepted by ECS or not) in any aspect, without any liability or compensation.

7.2 The Customer must ensure that all Goods arrive, are handled, and depart at the Warehouse in accordance with ECS' instructions and requirements, as well as those of any Authority. If ECS, at its sole discretion, determines any circumstances that could prevent or hinder the safe performance of Warehousing Services, it may refuse to handle the Goods and shall notify the Customer of its refusal. Upon receiving such notice, the Customer is responsible for removing or arranging the removal of the Goods from the Warehouse immediately, at their own risk and expense. ECS further reserves the right to remove or arrange for the removal of any Goods remaining at or on the Warehouse contrary to ECS' instructions, without any notice and incurring liability or costs. The Customer shall indemnify and hold ECS harmless for any loss, damage, liability, costs, and expenses arising directly or indirectly from the Customer's breach of this obligation.

8 Removal of the Goods

8.1 If the Customer fails to collect the Goods in such manner and within such timelines as stipulated by ECS and/or the Authorities, then the Goods will be at the Customer's risk and subject to applicable Warehousing rates payable by the Customer. This clause also applies when any Goods are delayed, blocked, un-cleared, or remain on the Warehouse beyond the maximum time due to the Customer's failure to properly and timely fulfill all Customs Formalities required by Law and/or the Terms and Conditions.

8.2 Notwithstanding Clause 8.1, if Goods remain in the Warehouse beyond any specific storage time or the timelines as stipulated by ECS and/or the Authorities, ECS reserves the right to issue a notice of removal to the Customer, demanding the removal of the Goods by the specified date. The Customer must ensure the removal as instructed by ECS without objection or delay.

8.3 If the Goods remain uncollected after the removal date specified in the notice to the Customer in the sense of Clause 8, ECS may, at its discretion and without further notice or liability (solely at the Customer's risk and expense): (i) relocate the Goods to another location, and/or (ii) sell or dispose of the Goods in any other manner. The proceeds from any such sale shall be used to: cover the sale expenses, including any commissions, Taxes, or other costs ECS is required to pay; and/or (ii) settle any outstanding debts owed by the Customer to ECS, whether related to the subject matter in question or not.

9 Condition of the Goods

9.1 The Customer represents and warrants that all Goods are fit for their intended purposes and in a fit and proper condition to be handled, stored, or otherwise dealt with in the normal course of business by the equipment and operating procedures usually employed at the Warehouse by ECS for its Services.

9.2 The Customer represents and warrants that it has complied with all Laws, and with all formalities, regulations, operational procedures and guidance prescribed by ECS or any Authority relating to the handling, and storage of the Goods and ECS accepts no responsibility whatsoever for the failure of the Customer to comply with the Laws, with all formalities, regulations, operational procedures and guidance or the consequences of such failure.

9.3 The Customer represents and warrants that the Goods comply with all applicable European, national, regional and sector-specific rules relating to product safety, market surveillance, consumer protection, packaging, labelling, recalls and product documentation. The Customer shall ensure the timely and proper appointment of an economic operator established in the European Union (including any responsible economic operator, importer, authorised representative or other legally required operator) and warrants that ECS shall not be deemed an economic operator, fulfilment service provider, "responsible person" or other legally responsible party in respect of the Goods.

9.4 Unless otherwise specified in writing to ECS before the Goods are delivered to the Warehouse, the Customer represents

and warrants that any Goods which it delivers, directs to or causes to be upon the Warehouse: (i) does not include, or is not, Dangerous Goods, (ii) is not infested, verminous, rotten or subject to fungal attack and not liable to become so while at the Warehouse, (iii) is not overheated or under-heated or liable to become so while at the Warehouse, (iv) requires for its safekeeping no special protection (other than as may be agreed in writing between ECS and the Customer) arising from vulnerability to heat, cold, moisture, salt, pilferage or proximity to other Goods or from flammability but will remain safe if left standing in the Warehouse or in covered accommodation if agreed in writing with ECS, (v) contains no unauthorised controlled drugs, contraband, prohibited or stolen goods, or other illegal material or substances; (vi) is properly and sufficiently packed in accordance with all Laws and the codes of conduct, practice directions and regulations, and (vii) is properly and sufficiently prepared, marked, packed, documented and labelled for all carriage, handling, storage, movement and other operations or transactions affecting them.

9.5 The Customer understands that Dangerous Goods may only be delivered at the Warehouse with ECS's prior written consent. The Customer is required to provide ECS with an accurate Dangerous Goods declaration, including all necessary precautions related to the Dangerous Goods, the IMDG Class, and the UN number, necessary for ECS to perform its obligations in connection with such Dangerous Goods in accordance with all the Laws. The Customer shall ensure that the Dangerous Goods are labeled and distinctly marked

in accordance with the Laws, operational procedure, and properly packaged to avoid any mishaps and accidents.

9.6 The Customer assumes responsibility for providing complete and accurate information about Dangerous Goods. The Customer shall be liable for damages resulting from incomplete or incorrect information provided. However, nothing in this clause shall limit ECS's liability for damages caused by ECS's gross negligence ("zware fout" / "faute lourde") or wilful misconduct ("opzettelijke fout – bedrog" / "faute intentionelle – dol") in handling, storing or managing the Dangerous Goods.

9.7 Customer shall immediately notify ECS in writing as soon as it becomes aware, or ought reasonably to become aware, of (i) any potentially unsafe, defective, prohibited or non-compliant Goods; (ii) any recall, safety alert, complaint, investigation, restriction or measure by a competent authority; or (iii) any circumstance that may affect the condition or handling of the Goods

10 Remediation plan

10.1 If the Customer commits any breach of the obligations under these Terms and Conditions, it shall promptly notify ECS (or if ECS becomes aware of a breach by the Customer, ECS shall promptly notify the Customer) and ECS may elect to follow the remediation plan process set out in Clauses 10.2 to 10.6 below.

10.2 Following notification, or upon discovery, ECS shall issue the Customer with a remediation notice. Within 5 (five) Business Days of receipt of a remediation

notice, the Customer shall submit a draft remediation plan, even if it disputes that it is responsible for the matters which are the subject of the remediation notice.

10.3 ECS shall either approve the draft remediation plan within 5 (five) Business Days of its receipt, or it shall inform the Customer why it cannot reasonably accept the draft remediation plan. If ECS does not accept the draft remediation plan, the Customer shall address ECS's reasonable concerns in a revised remediation plan, which it shall submit to ECS within 5 (five) Business Days of its receipt of ECS's comments on the previous remediation plan. This process shall be repeated until a remediation plan has been agreed upon.

10.4 Once a remediation plan has been agreed upon by the parties, the Customer shall immediately implement the remediation plan.

10.5 The Customer shall, in any event, devote such additional time and resources as are necessary to rectify the breach and to prevent its recurrence; the Customer shall do so in a manner that is consistent with the agreed remediation plan.

10.6 If the reasons for the recurrence of the breach or the failure to implement the agreed remediation plan have not been resolved, and the Customer has not otherwise remedied the breach which gave rise to the remediation plan then ECS may serve notice to suspend or terminate the provision of Services in respect of the Customer on an appropriate notice period.

11 Urgent measures

11.1 ECS shall be entitled, at the expense and risk of the Customer, to take all measures it deems necessary, including the destruction of the Goods, if the absence of such measures, in all reason and fairness, poses a threat of loss or damage to the Goods themselves, to other Goods held by ECS (by Third Parties or by itself) or to the Warehouse.

11.2 The Customer will immediately inform ECS of any occurrence or incident which might affect the safe and efficient operation of ECS or other Persons using the Warehouse and take, at its own cost, such reasonable steps to control or eliminate any danger or inconvenience as may be required by ECS. The Customer shall indemnify and hold ECS harmless from and against any costs, fines, claims, indemnities, or other losses of whatever nature arising from such occurrence or incident.

11.3 Where ECS considers that required documentation is missing, incomplete, invalid or inconsistent, that no correct or legally required responsible economic operator has been appointed, that the Goods may be unsafe, non-compliant, prohibited or otherwise risky, or that any instruction, measure or intervention by a competent authority so requires, ECS shall be entitled, without liability towards the Customer, to: (i) refuse Goods; (ii) suspend, in whole or in part, the receipt, storage, handling, packing or dispatch of Goods; (iii) request additional information, documents or supporting evidence; (iv) block, segregate, quarantine, withhold release of, return or re-route Goods; and (v) take any other measure which ECS reasonably considers appropriate to protect itself, Third

Parties, consumers, end users, Authorities, infrastructure or reputation.

11.4 All recalls, corrective measures, market surveillance actions, blocks, returns, destruction, removals, repackaging, relabelling or other measures relating to the Customer's Goods shall be carried out solely at the Customer's cost and risk. Without prejudice to the immediate measures available to ECS under Clause 11.1 in cases of urgent safety or health risks (which shall continue to apply notwithstanding any cure period), ECS shall be entitled to arrange for the removal, disposal, destruction or rendering unusable of Goods at the Customer's cost and risk.

12 Business Hours

12.1 ECS will perform its Warehousing Services on Business Days and during Business Hours.

12.2 If the Services due to governmental regulations or measures, or due to unforeseen events, or in the interest of the Goods or if ECS, must be carried out on other days or times than those listed in Clause 12.1, ECS will have the right to carry out these activities outside of the normal Business Days and Business Hours, if necessary without prior approval from the Customer.

12.3 If, in accordance with Clause 12.2 Services are carried out outside of the Business Days and/or Business Hours or if the Customer prefers this, the extra costs will be borne by the Customer.

13 Volume Change

13.1 The Customer will provide an estimate of the average storage volume per agreed period before the first Order. If the estimated average of storage volumes were to increase or decrease by 15% or more, the Customer undertakes to notify ECS no later than 30 Business Days before the start of the modified Order ("**Volume Change**"). In that case, ECS reserves the right to revise the agreed rates.

13.2 In any event, ECS cannot be held liable for losses incurred by the Customer as a result of the impossibility of ECS to handle the Volume Change set out in Clause 13.1 in the usual way.

13.3 The Customer undertakes to indemnify and hold ECS harmless for losses incurred by ECS because of a Volume Change, including loss of earnings, insofar as the Customer has not notified ECS of this Volume Change on time, as set out in Clause 13.1.

14 Stock Differences

14.1 ECS will maintain a stock administration of the Goods based on the stock-keeping units or references, where stock differences will be evaluated once per year.

14.2 In the case of a negative difference of more than 1% of the total Annual Volume, the Customer is entitled to compensation equal to the proven Value On Arrival of the stock differences concerned, for the percentage above the threshold of 1%.

15 Compliance with applicable laws and regulations

15.1 Goods can be shipped within the EU-27 Area without further Customs Formalities.

15.2 If ECS receives an Order for shipping Goods to a destination outside the EU-27-Area, the Customer is responsible for providing all required information and documents for the Customs Formalities prior to the commencement of shipping, and for ensuring that correct and complete information (including but not limited to content description, commercial invoice, value) is provided in these documents.

15.3 The Customer is exclusively liable for compliance with Customs Formalities and any applicable regulations, including but not limited to import and export regulations of the origin, destination and transit countries, payment of any Taxes, duties, fees, retributions or charges invoiced by Authorities for or in connection with the clearance of the Goods. The Customer acknowledges it is fully liable to civil and/or criminal prosecution if it makes untrue or misleading declarations about the content of international shipments. If the Customer intentionally and repeatedly makes untrue or misleading declarations (of a significant nature) about the content of international shipments, ECS has the right to terminate the Service agreement unilaterally and *ipso jure* (i.e. without going to Court) by registered letter to the Customer, subject to a notice period of two months.

15.4 ECS shall not be considered as manufacturer, authorized representative, food business operator, importer, vendor or distributor of the Goods. The Customer shall either act as, appoint or ensure that an economic operator established within the EU shall be responsible for the tasks and obligations under the EU Regulation 2019/1020 of 20

June 2019 on market surveillance and compliance of products including EU harmonization legislation, as the foregoing may be amended or updated from time to time (collectively, the “EU Market Surveillance Regulation”). The Customer further warrants that ECS shall not be deemed an economic operator within the meaning of the EU Market Surveillance Regulation. The same applies in respect of Directive (EU) 2024/2853 on liability for defective products, Regulation (EU) 2023/988 on general product safety: ECS does not act as manufacturer, importer, authorised representative, fulfilment service provider, responsible economic operator, and the mere performance of warehousing or fulfilment activities shall not constitute acceptance of any such role.

15.5 ECS shall not be considered as a manufacturer (of sales packaging according to the German Packaging Act of 1 January 2019, as the foregoing may be amended or updated from time to time (the “German Packaging Act”). The Customer shall either act as, appoint or ensure that a manufacturer shall be responsible for the tasks and obligations under the German Packaging Act. The Customer further warrants that ECS shall not be deemed a manufacturer within the meaning of the German Packaging Act.

15.6 Whenever necessary, the Customer shall (i) promptly at short notice cooperate with and provide all required assistance to ECS in order to address any request from competent authorities, (ii) provide all relevant information and documentation necessary to demonstrate the conformity of the Goods upon request, (iii) inform ECS and the

competent authorities of any risks associated with the Goods, (iv) take any immediate, necessary, corrective action to remedy any case of non-compliance with the requirements as notably set out in the EU Market Surveillance Regulation, (v) ensure that the name, registered trade name or registered trade mark, and contact details (including the postal address) of the economic operator appear on the Goods and/or on the packaging or on an accompanying document and (vi) provide upon request any information, document, declaration or certification demonstrating its compliance with applicable laws, including the EU Market Surveillance Regulation.

16 Liability of ECS

16.1 ECS shall not be held liable for any damage or loss incurred by or to any Person, or Goods during their Custody at the Warehouse, except as expressly provided in these Terms and Conditions. ECS shall not be liable for any damages or losses of any kind that may occur prior to or following their period of Custody.

16.2 ECS' liability for damage or loss to or concerning the Goods shall be limited to instances where such material damage or loss results from a breach of the Terms and Conditions and/or failure to comply with written instructions provided promptly by the Customer and accepted by ECS, provided that such breach and/or non-compliance that are the consequence of a specific error to be the ECS' fault or wilful misconduct.

16.3 If ECS were liable for the partial or entire loss of or damage to or shortage of Goods, the damage shall be calculated based on the Value on Arrival.

16.4 Any exclusions and limitations of liability outlined in these Terms and Conditions shall apply to all claims against ECS, regardless of whether such claims are based on contractual or tortious grounds.

17 Limitation of ECS Liability

17.1 ECS shall not be liable in respect of any claim where the damage for which ECS would otherwise be liable does not exceed 1.000 euros (the “**De Minimis**”), whereby any related claims shall be aggregated to determine the application of this Clause 17.1. If the amount of the damage exceeds the De Minimis, ECS shall be liable for the entire amount of all damage claimed by the Customer, subject to the limitations set out in this Clause 17 hereof and all other limitations of liability.

17.2 If ECS is liable for compensation in respect of damage, total or partial loss of Goods under Clause 16 of this Section, compensation for damage to or loss of the Goods is limited as follows:

(i) the compensation shall be the value of any loss or damage based on the Value on Arrival, or a sum at the rate of 2 Special Drawing Rights (SDR – IMF) per kilogram of the gross weight of any Goods lost or damaged, whichever is the lesser,

(ii) the maximum compensation, regardless of the number of packages for each claim of damage, shall in no case exceed 10.000 euros per Incident.

17.3 In case of all other claims, compensation shall be:

(i) the Value of Arrival of the Goods of the subject Order, or

(ii) where the weight can be defined, as a sum calculated at the rate of 2 euros per kilogram of gross weight of the subject Goods of the said Order;

(iii) the maximum compensation, shall in no case exceed 10.000 euros per Incident.

whichever shall be lesser.

17.4 The aggregate liability of ECS in respect of all claims with respect to the same Customer under Clause 16 of this Section shall not exceed the amount of 30.000 euros per year. If multiple customers incur damage or loss by the same Incident, and the total amount of damages exceeds 30.000 euros, compensation shall be distributed proportionally, resulting in each Customer being entitled to a proportional share of the compensation.

17.5 ECS and its Customer do not exclude or limit the application of any provisions of any Law (such as implied condition or warranty) to the extent that such exclusion would contravene the applicable Law or cause any part of these Terms and Conditions to be void.

18 Liability exemptions for ECS

18.1 Notwithstanding Clauses 17 and 18, ECS shall not be liable for any loss, damage, delay, claims, non-performance, error, or omission whatsoever, including for any loss or damage to Goods during operations, arising directly or indirectly from the following categories of events:

(i) Force Majeure and any other cause or event that is outside the control of ECS and could not be avoided, prevented, or overcome with reasonable foresight, prudence, and diligence

and materially prevents, hinders, or delays the performance of all or a part of ECS' obligations under these Terms and Conditions;

(ii) the stock differences amount to less than 1% of the total Annual Volume in accordance with Clause 14 of this Section.

(iii) the nature of the Goods exposing them to a total or partial loss or damage due to breakage, rust, decay, desiccation, leakage, wastage, inherent or latent defect or vice or natural deterioration;

(iv) insufficiency or inadequacy of marks or numbers on the Goods or the packaging of the Goods;

(v) damage due to deterioration, shrinkage, oxidation and wastage, decay, and glass, liquids, and fragile articles occurring despite accepted practices for the care of Goods, shortage of space, other than those caused by or directly attributable to ECS;

(vi) compliance with any Law or rule of any Authority, acts of any governmental or super-national authority;

(vii) power outage at the Warehouse other than those caused by or directly attributable to ECS;

(viii) catastrophic impact on ECS' information technology ecosystem (software and hardware), including malicious cyberattacks or cyber terrorism;

18.2 Under no circumstances shall ECS be held liable for any indirect or consequential damage, including loss of time, loss of profit, loss of income, loss of opportunity, damage to the image or reputation and all other pure economic loss, even if the other party was aware that such prejudice or damage/loss could

occur and howsoever arising and whether caused by tort (including negligence), breach of statutory duty, breach of contract or otherwise.

19 Indemnity

19.1 The Customer shall fully indemnify, defend and hold harmless ECS, its directors, employees, representatives, affiliated companies, insurers and subcontractors from and against any and all claims, actions, damages, losses, recalls, costs, fines, sanctions, interest, legal fees, expert fees and other expenses arising directly or indirectly out of or in connection with: (i) a non-compliance, unsafety, defect or prohibited nature of the Goods; (ii) the absence of any legally required responsible economic operator or other economic operator for the Goods; (iii) inaccurate, incomplete, missing or misleading product, safety or compliance documentation of the Goods; (iv) any breach by the Customer, its suppliers, manufacturers, sellers or other counterparties of applicable product laws and regulations; or (v) any measure, claim or proceeding by customers, consumers, authorities, platforms, carriers, insurers or other Third Parties relating to the Goods.

For the avoidance of doubt, this indemnity is owed by the Customer to ECS and shall not be subject to the De Minimis or any aggregate cap set out in Clause 17 or any similar limitation.

19.2 The Customer shall maintain, at its own cost and throughout the entire term of the agreement and the statutory liability periods, product liability insurance, with a minimum limit of five million euros (€ 5,000,000) per claim, with an insurer of good

standing. The Customer shall provide 2XL, prior to the first dispatch of Goods and thereafter annually as well as upon any renewal or amendment, with a valid certificate of insurance evidencing such coverage. Such policy shall include a waiver of subrogation in favour of ECS or shall name ECS as additional insured for the risks connected with the warehousing and fulfilment services. Such insurance shall not affect or limit the Customer's indemnification and cost obligations under these Terms and Conditions.

20 Survival

20.1 The Customer's obligations under Clauses 2, 9, 10, 11, 15, and 18 shall remain in full force and effect after the expiry, termination or rescission of the agreement, for the entirety of the applicable statutory limitation and liability periods.