



## **GENERAL CONDITIONS CARRIER**

### **COOPERATION CONTRACT & CODE OF CONDUCT**

**“These conditions apply for all Carriers working for or acting on behalf of ECS and /or 2XL , especially but not limited to the Carriers having signed the NCA or NAAF Suppliers .”**

**“The term “ECS2XL” mentioned hereunder has to be understood as Carriers working for or acting on behalf of ECS or 2XL or for both ECS2XL .”**

#### **Article 1:**

1.1 The carrier will at all times be in possession of the necessary permits and registrations.

1.2 The carrier’s drivers will be in possession of a valid driving licence and have the necessary competence.

1.3 The carrier and its drivers will fully and strictly comply with all regulations and laws related to the transport services , both national and international .

All possible consequences , costs , damages charged to ECS2XL as a result of the Carrier not complying with any national and/or international regulation /law related to the transport services will be invoiced to the Carrier .

ECS2XL shall be entitled to compensate these invoices , after prior written notice to the Carrier , with the freight invoices of the Carrier .

If such above claim becomes known to ECS2XL after the contract /business with the carrier was ended and no transport invoices are longer due , the Carrier has to settle the claim , after the first written request of ECS2XL , within 5 working days . Failing to do so will entitle ECS2XL to take immediate legal action ,without any further notice , with all costs and consequences for the account of the Carrier .

1.4 The carrier will ensure that its drivers always carry an ID document with photo.

1.5 The drivers acting on behalf of the Carrier are checked and were not involved in any illegal activities in the last five years , nor have they been involved and /or accused of criminal facts such as but not limited of smuggling ,theft , drugs etc. Every hired, employed driver of the Carrier supplying services to ECS2XL must be checked and requested to provide a signed declaration they never had any problems with EU – authorities , especially with authorities in the United Kingdom .

On request of ECS2XL , the Carrier shall relay all useful information regarding the drivers to ECS2XL . ECS2XL shall be entitled to refuse a specific driver .

1.6 The carrier will provide ongoing training for its employees/drivers, to include the following subjects: basic knowledge of the required languages (French, English and German), road-transport terminology and defensive driving. To this end, the carrier will have an in-house document signed and dated by all the carrier's drivers, in which they confirm having taken the carrier's obligatory essential training courses. This document is to be kept at the carrier's premises, and must be produced upon request by ECS2XL. Any incompleteness or absence of such a document shall not detract from the carrier's liability for its drivers.

1.7 The carrier must be in possession of a valid ADR general cargo certificate, and the truck must be fully equipped with ADR before accepting any order to load ADR cargo from ECS2XL.

1.8 If the carrier is engaged for the transport of ADR cargo, it must have an in-house or external safety advisor, in accordance with the EU guideline dated 3 June 1996 , no. 96/35/EG.

1.9 The carrier will transport containers/trailers and other items, either laden or unladen, within Europe, as a professional carrier in accordance with the expected standard regulations and in accordance with the orders awarded by ECS2XL.

1.10 Such orders will be awarded by ECS2XL on an ad-hoc basis, and ECS2XL does not undertake to guarantee a specific volume per day, week, month or year, even if a tariff agreement has been made for a specified period.

1.11 ECS2XL will pay the carrier for transport orders in accordance with the most recent tariffs agreed by both parties. The carrier will issue invoices in accordance with the transport lists provided by ECS.

1.12 ECS2XL will not make any payment to the carrier if transports are made incorrectly or incompletely.

1.13 The Agreement shall start to exist as of the moment both the Carrier and ECS2XL have signed it . The duration of the Agreement is for an indefinite period . Both Parties are entitled to terminate the Agreement by registered mail , taken into account a notice period of 1 month .

ECS2XL is allowed to terminate the Agreement by registered mail ,with immediate effect , and without any compensation whatsoever due the to the Carrier in following cases :

\* the Carrier is declared bankrupt or is granted to a legal procedure 'Continuity of Enterprises '

\* the Carrier infringes the confidentiality of the exchanged operational and commercial information

- \* the Carrier and/or his drivers are involved in criminal activities ( such as but not limited to theft,drugs ,smuggling ) :
- \* an infringement on article 12.3 is established and/or the alcohol check is positive
- \* ECS2XL or her principal is approached by the social inspection authorities or any other government department, reporting that the Carrier is in default with regard to payment of salaries or other compensation, social-security contributions or tax payments owed to one or more employees;
- \* ECS2XL or her principal is approached by the social inspection authorities or any other government department, reporting that a subcontractor of the Carrier is in default with regard to payment of salaries or other compensation, social-security contributions or tax payments owed to one or more employees, and the Carrier fails to end the collaboration with that subcontractor within 48 hours of the notification given by ECS2XL to the Carrier .
- \* severe shortcomings or repeated defects of the Carrier in the execution of the transportorders given by ECS2XL ;
- \* the Carrier cannot (longer) provide the necessary required insurance covers
- \* the Carrier cannot (longer) provide the necessary required licences
- \* the Carrier does not comply , partly or in full , with the conditions in the Agreement

In as far ECS2XL suffers damage in the termination of this Agreement as a result of the application of article 1.13 , the Carrier shall indemnify ECS2XL on her first request .

1.14 The carrier confirms that they do not, and will not, employ any foreign workers who are resident in Belgium illegally, as defined in article 3 of the law of 11 February 2013 (B.S. 22 February 2013)and also confirms to comply with A1 and LIMOSA formalities . The carrier undertakes adduce evidence of compliance with this obligation upon request by ECS2XL.

In the event of failure to satisfy these requirements, ECS2XL may terminate the cooperation with the carrier by registered mail, with immediate effect, without prior notice, and without any compensation being owed to the carrier by ECS2XL.

## **Article 2:**

2.1 The carrier's employees will in no circumstances be considered to be ECS2XL staff. ECS2XL will not in any circumstances be entitled to exercise any aspect of an employer's normal authority over them.

In accordance with article 31, §1 of the law of 24 July 1987 relating to part-time work, temporary employment and the provision of staff in favour of users, the parties recognise and accept that compliance by ECS with their obligations in respect of welfare at work, also instructions issued by ECS2XL in the implementation of this contract, cannot be construed as the exercising of authority by ECS2XL over staff deployed by the carrier for the performance of the agreed transport orders.

The following are considered as "instructions in the implementation of this contract" for the purposes of the previous paragraph:

- Instructions concerning the quality requirements that the transport order must fulfil, as set out in appendix 1 to this contract
- Instructions concerning the sequence of the tasks and transport orders to be undertaken
- Instructions concerning the schedule for the transport orders to be performed
- Instructions and remarks in the event of incorrect performance of transport orders to be performed, but not extending to any imposition of actions, for which the carrier/ employer alone has authority.

The carrier will designate a person (an employee or manager at the carrier) who will act as a central contact person for the carrier. All instructions issued by ECS2XL or their employees will wherever possible be passed through that contact person. However, this does not exclude ECS2XL from issuing instructions directly to the carrier's own staff, within the limits set out above, if necessary.

ECS2XL undertakes to notify its Board of Directors of the existence of this contract without delay. Should members of the Board so request, ECS2XL will issue them with a copy of article 2 and appendix 1 to this contract.

**Article 3:**

3.1 ECS2XL and the carrier are completely independent entities – both legally and financially – and act under this contract on their own initiative and at their own responsibility.

**Article 4:**

4.1 All transports are subject to the provisions of the C.M.R. Convention, and to the ECS2XL General Conditions of Contract. In case of contradiction between the stipulations in this Agreement and the General Contract Conditions of ECS2XL, the stipulations in this Agreement will have priority.

4.2 The carrier and ECS2XL agree that, in a case of successive carriers within the meaning of C.M.R. art. 34, their mutual relationship will be determined by the C.M.R, even in a situation of a transport where no delivery note is handed over.

4.3 The carrier will appreciate that a transport order to the carrier may be part of a cross-border transport, even if the part of the transport dedicated to the carrier is a domestic transport. Also for the domestic transport the terms & conditions of the CMR Convention remain fully applicable.

4.4 It is not allowed to collect loaded containers/trailers from the terminals earlier, in order to avoid stationary overnight, than necessary to complete the assignment.

There shall be no exceptions to above rule unless prior written approval has been obtained from ECS2XL and always under following conditions:

- Storage in a secured compound (completely fenced / access control / CCTV)
- Truck, chassis, container/trailer remain always together at all times and must never be uncoupled
- The doors must be secured at all times with a container lock / padlock.

**Article 5:**

5.1 The carrier holds an insurance policy for domestic and/or international transport of cargo by road, in accordance with the law of 25 August 1891 and the C.M.R. Convention. The minimum required cover for this first risk is EUR 250.000,00.

5.2 The carrier also holds a valid casco insurance for ECS2XL items, with an insured sum per container of at least EUR 6.000,00, at least EUR 20.000,00 per chassis, at least EUR 30.000,00 per Reefer container and trailers , and at least EUR 60.000,00 per Refrigerated trailer.

5.3 The carrier holds a valid, legal public liability insurance for motor vehicles (WAM)

5.4 The carrier holds valid legal Public Liability operations cover with an insured sum of at least EUR 2,500,000.00 per incident.

5.5 If the carrier is to supply intellectual services, the insurance cover must be supplemented with a professional liability insurance.

5.6 The carrier will produce insurance certificates to ECS2XL, from which it will be evident to ECS2XL's satisfaction that insurance policies have been taken out and kept current, and any termination or amendment will be notified to ECS2XL without delay.

5.7 The carrier will reimburse ECS2XL for any costs they may incur as the consequence of damage and/or loss suffered during transport and/or the consequence of failing to comply, in full or in part, with the expected standard regulations as a professional carrier and the reasonable instructions in relation to this transport given by ECS2XL .

5.8 In the event of damage, loss or theft of cargo , the carrier is to obtain a guarantee from their insurers, or a first-category banker's guarantee, on first request by ECS2XL.

**Article 6:**

6.1 In no circumstances may the carrier subcontract a transport order awarded by ECS2XL to any third party unless the carrier has obtained ECS2XL's prior written agreement and following conditions remain always fully applicable :

- a. The transport order shall remain a commitment made between ECS2XL and the carrier.
- b. The carrier is responsible for the proper handling of the transport order by his subcontractor, and will remain liable for their shortcomings in full.
- c. The carrier will indemnify ECS2XL against all liability towards third parties.
- d. The subcontractor is insured as required by ECS2XL for all transports to be performed.
- e. Cargo may not be transhipped except if the explicit prior written agreement of ECS2XL is obtained .
- f. The carrier undertakes not to engage any subcontractor where it is known, or should be known, that those employees are living and working in Belgium illegally, as defined in article 3 of the law of 11 February 2013 (B.S. 22 February 2013).

g. The storage of loaded ECS2XL containers/trailers on the yard of the carrier is only allowed after explicit written agreement of ECS2XL. The storage is limited to the time granted by ECS2XL. The carrier hereby confirms that his yard is completely fenced , equipped with CCTV and with a gate-in/out control 24 hours a day and 7 days a week . During the time of storage the terms & conditions of the CMR Convention remain fully applicable .

h. It is not allowed to collect loaded containers/trailers from the terminals earlier , in order to avoid stationary overnight , than necessary to complete the assignment .

There shall be no exceptions to above rule unless prior written approval has been obtained from ECS2XL and always under following conditions :

- Storage in a secured compound ( completely fenced / access control / CCTV )
- Truck, chassis, container/trailer remain always together at all times and must never be uncoupled
- The doors must be secured at all times with a container lock /padlock .

#### **Article 7:**

7.1 Transport orders may only be executed by the carrier using only trucks and equipment matching fully with all legal requirements.

7.2 Evidence of prove must always be available without delay.

7.3 The carrier will manage the maintenance or repairs to trucks in such a way that ECS will not encounter any delays with regard to the transports .

#### **Article 8:**

8.1 ECS2XL will supply the carrier with all essential available information relating to transport orders, in such a way that the carrier shall be in a position to perform the transport in an optimal way for ECS2XL.

8.2 The carrier will safeguard the confidentiality of operational and commercial information made available. Improper use or unauthorised disclosure of such information to third parties will result in legal proceedings.

8.3 All transports must be supported by a correctly filled in CMR waybill. If no CMR waybill is issued by the ECS2XL client, the driver must himself prepare the required CMR waybill prior to departure, and complete it based on the data of the sender/consignee.

8.4 The carrier must report any serious irregularity in a transport order immediately to ECS2XL.

8.5 The Carrier is also responsible for the correct follow-up of the pallet exchange and timely ( at the latest within 14 days ) return of the pallets in consultation and mutual agreement with ECS2XL .

#### **Article 9:**

9.1 The carrier will comply correctly with all orders , direct or indirectly linked to the relevant transport , given by ECS2XL , driving orders, loading documents, delivery notes and all other documents after completion of the transport, must be archived and provided to ECS2XL within 1 week if requested for by ECS2XL .

9.2 The carrier will immediately , if requested for by ECS2XL , hand over the tachograph disk of the relevant transport .

9.3 The carrier will be paid , only if ECS2XL has received written confirmation from her principal that the transport order was executed correctly .

**Article 10:**

10.1 The carrier will be held liable by ECS2XL for any damage or defect noted to a container/ Reefer container/ Refrigerated trailer or other equipment belonging to ECS2XL that is discovered immediately after a returned to ECS2XL, unless the carrier and ECS2XL agree that the damage or defect found is the result of normal wear-and-tear, a hidden defect or is resulting of the type of cargo transported .

10.2 The carrier is also liable for any contradictory checks of the condition of a container/Reefer Container/ Refrigerated Trailer or other equipment belonging to ECS2XL when taken over or handed over to another party. If the carrier fails to act accordingly resulting that no burden of prove is available the the damage was pre-existing or was caused when the container/ Reefer container/Refrigerated trailer or other equipment was in the custody of another ECS2XL subcontractor, the carrier will be held liable for the damage to or defect in the container/Reefer Container/ Refrigerated trailer or other equipment belonging to ECS2XL.

10.3 In such an event, the carrier will be required to pay not only repair costs, but also a penalty of EUR 5.00 per calender day per container; EUR 20.00 per calender day per Reefer container or trailer; EUR 40.00 per calender day / per Refrigerated trailer -for other equipment belonging to ECS2XL, per calender day in accordance with current market prices.

This period shall start as of the moment of the written notice of liability from ECS2XL to the carrier till and included the day of the final approval of repair of the unit by ECS2XL or till and included the day that ECS2XL and the carrier reach a written agreement .

10.4 Any damage caused by a third party between the time of preparing a container/Reefer container/ Refrigerated trailer or other equipment belonging to ECS2XL and the time the container/ Reefer Container/Refrigerated Trailer or other equipment belonging to ECS2XL is transferred or returned will be for the carrier's account, and the carrier will indemnify ECS2XL against any claim lodged by third parties in respect of any such incidents.

**Article 11:**

11.1 The carrier is required to use their best endeavours to prevent any 'third party' or 'illegal' from gaining access to a container/Reefer Container/trailer or Refrigerated Trailer. The carrier must take steps whilst parking to ensure there is absolutely no possibility of any third party or illegal person gaining access to the vehicle or a container/Reefer container/trailer/Refrigerated trailer. Before leaving a parking area, the carrier must examine that the container/Reefer

container/trailer/Refrigerated trailer still has the same seal intact exactly as at the time of departure. If the carrier assumes that third parties or an illegals have gained access to the container/Reefer container/trailer/Refrigerated trailer, he must notify immediately his principals and inform police authorities accordingly .

11.2 Especially with regard to foodstuffs , if as a consequence to fail complying with the above rule and/or as a consequence of the driver's negligence and/or complicity, the cargo is considered by the cargo owners as a total loss , whether partly or in full , the carrier will be held liable fully liable for the loss sustained , regardless the findings of surveyors .

11.3 The carrier also confirms by signing this contract that neither himself, nor his drivers, have been involved in, or found guilty within the last 5 years, of any criminal acts (including, but not limited to, theft/drugs/smuggling/illegals).

11.4 If, in the course of the cooperation, it should come to light that the carrier and/or his drivers are involved in any criminal activities (including, but not limited to, theft/drugs /smuggling / illegals), ECS2XL is entitled to terminate the cooperation with immediate effect, without prior notice, and without ECS2XL being liable to pay the carrier any compensation whatsoever .

#### **Article 12:**

12.1 The Carrier confirms that for all his drivers there is an absolute ban and zero tolerance on the usage of alcohol and drugs .

12.2 The Carrier agrees to provide , upon ECS2XL's first request , information on the implementation of drug and alcohol checks .

12.3 The Carrier agrees that ECS2XL is entitled , on her own premises , to carry out alcohol checks on the drivers of the Carrier .The alcohol checks will be executed by qualified ECS2XL staff . If the driver of the Carrier refuses such an alcohol check or the result of the alcohol check is positive , then the driver will be immediately banned and refused to operate further for ECS2XL . All consequences , especially financial consequences will be for the account of the Carrier .

12.4 Failing to comply with the articles 12.1 -12.2 and 12.3 will entitle ECS2XL to terminate the cooperation with the Carrier with immediate effect , without prior notice , and without ECS2XL being liable to pay the Carrier any compensation whatsoever .

#### **Article 13:**

13.1 It is explicitly agreed between ECS2XL and the carrier that ECS2XL may apply compensation on transport invoices. Accordingly, ECS2XL is entitled to deduct cargo claims, casco claims ,demurrage , rental charges, fines ,penalties or other claims from the carriers' transport invoices.

13.2 It is explicitly agreed between ECS2XL and the carrier , in case the carrier rents/hires a chassis from or on behalf of ECS2XL , with regard to any accident with material damage caused by the tractor unit of the carrier to any third party for which the domestic law/regulation of the country where the accident took place applies a legal redress ( momentary applicable in Germany and Spain but also in any other country applicable now and in future) , whether partly or in full , on the owner of the chassis



– ECS2XL is entitled ,when being charged with a claim in this regard , to compensate the amount due with the transport invoices of the carrier .

It is mandatory for the carrier that any such accident is immediately reported to ECS2XL in order to take safeguarding actions . Failing to do so could seriously jeopardize the business between ECS2XL and the carrier .

If such above claim becomes known to ECS2XL after the contract /business with the carrier was ended and no transport invoices are longer due , the carrier has to settle the claim , after the first written request of ECS2XL , within 5 working days . Failing to do so will entitle ECS2XL to take immediate legal action , without any further prior notice , with all costs and consequences for the account of the carrier .

13.3 In order not to disrupt this conventional compensation mechanism, it is explicitly agreed that the carrier will not assign his transport invoices. This prohibition on assigning will apply unless and until ECS2XL has explicitly confirmed its agreement to the proposed assignation in writing, duly signed by a member of the Board of Directors.

13.4 Such an agreement may be contingent upon obtaining a bank guarantee for existing and future claims by ECS2XL.

13.5 The carrier will mark all transport invoices sent to ECS2XL ‘Transfer of claim not allowed ‘.

#### **Article 14:**

14.1 Notwithstanding any insolvency, transfer of claims, any form of seizure, and notwithstanding any unfortunate conjunction of events, ECS2XL will apply any offset or debt renewal to ECS2XL to the commitments ECS2XL has to their carriers, or which the carriers have to ECS2XL. This right shall not in any way impinge upon the notification or significance of insolvency, transfer of a claim, any form of seizure or any unfortunate conjunction of events. To the extent this may be necessary in applying article 14 of the Law of 15 December 2004 pertaining to financial securities, BW article 1295 is declared as being inapplicable. The commitments cited in the first sentence are to be understood as meaning each individual commitment and each individual liability that one party has to settle with the other, irrespective whether this be on a contractual or non-contractual basis, whether it be a pecuniary or other type of commitment, including but not restricted to: payment and delivery obligations, any debt, any obligation to provide a security, to retain a security or any commitment or demand. Should an ECS2XL carrier seek to invoke a particular factor, they are obliged to provide information on the existence of an entitlement to a debt offset or debt renewal in order to invoke that factor. The carrier undertakes to indemnify ECS2XL against any claim relating to a debt offset or debt renewal that arises as a result of that invoked factor.

#### **Article 15:**

If ECS2XL or their principal is approached by the social inspection authorities or any other government department, reporting that the carrier is in default with regard to payment of salaries or other compensation, social-security contributions or tax payments owed to one or more employees, ECS2XL shall be entitled immediately to terminate the cooperation with the carrier, with immediate effect and

without prior notice, by registered mail , and without ECS2XL being liable to pay any compensation whatsoever to the carrier.

If ECS2XL or their principal is approached by the social inspection authorities or any other government department, reporting that a subcontractor of the carrier 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 carrier must put an end to their collaboration with that subcontractor within 48 hours of the notification of that report by ECS2XL to the carrier. If the carrier fails to adduce evidence of such termination within 24 hours of ECS2XL asking for such evidence, ECS2XL shall be entitled to terminate the cooperation with the carrier with immediate effect and without prior notice, by registered mail , and without ECS2XL being liable to pay any compensation whatsoever to the carrier .

Irrespective of the provisions of the foregoing paragraphs, the carrier will be obliged in view of his joint and several liability , or in view of any other liability to settle any arrears .

Should ECS2XL suffer any damage in terminating a contract as a consequence of the foregoing paragraphs 1 and/or 2, the carrier shall be obliged to compensate such damage on first request, plus a fixed compensation of 10% (with a minimum of EUR 750.00).

Should ECS2XL or their client 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 carrier or one or more of its subcontractors, the carrier will reimburse that sum to ECS2XL 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 carrier, or any indirectly-contracted subcontractor within the scope of this agreement regardless the confirmation/agreement of ECS2XL .

#### **Article 16:**

16.1 The carrier engaged in transport contract with ECS2XL is responsible for compliance with applicable environmental law, both within and outside the carrier’s own company, as well as any legislation that is applicable, either directly or indirectly, to transports to be performed and/or the cargo to be transported for ECS2XL.

#### **Article 17:**

17.1 It is mutually understood and agreed that all terms and provisions herein are severable and that , if any term or provision , in whole or in part is held invalid or unenforceable by any court of competent jurisdiction , this agreement shall be interpreted as if such invaled terms or provisions or part hereof were not contained herein .

17.2 ECS2XL and the carrier will agree to replace the invalid or unenforceable term or provision with a legal correct term or provision .

17.3 The provided “Drivers manual” to the carrier by ECS2XL, forms an integral part of this contract.

The Carrier confirms having received the ECS2XL 'drivers manual', understand fully the content and to comply fully with all guidelines and regulations set forth.

17.4 ECS2XL is at all times entitled to add additional provisions or to change provisions to the Agreement. The content of the Agreement is at all times available on the ECS2XL website.

Likewise, ECS2XL is at all times entitled to add additional provisions or to change provisions to the 'drivers manual' in the form of an addendum, which will be relayed to the Carrier in writing.

**Article 18 :**

The Carrier confirms to comply fully with the 'Code of Conduct', being part of this Agreement, as set forth hereunder.

**Article 19 :**

The Carrier hereby agrees to accept periodic inspections/audits of ECS2XL with regard to the compliance of this agreement and conditions, safety, food safety, continuous training of drivers, the procedure theft prevention mentioned under title 8 in the table of content, the Code of Conduct and the document prevention of illegal immigrants as included in the code of conduct administrative fines to prevent illegal access (published in accordance with lit 33 of the English Decree Immigration and asylum 1999)

ECS2XL shall be entitled, giving the Carrier prior written notice of 5 calendar days, to audit and inspect the facilities of the Carrier as well as all documents and other items relating to this Agreement. The Carrier shall provide any relevant and reasonable information upon request of ECS2XL and shall furthermore assist ECS2XL in its best way.

ECS2XL shall have the right to immediately terminate the agreement, without any compensations due whatsoever, in case the Carrier refuses the audit or refuses to reasonably cooperate with ECS2XL.

**Article 20 :**

The Carrier explicitly confirm to ECS2XL to have knowledge of and to comply fully with General Data Protection Regulation 2016/679 of 27<sup>th</sup> of April 2016 (GDPR) – European Regulation – becoming enforceable as of 25<sup>th</sup> of May 2018 and, but not limited, with the Law of 8<sup>th</sup> 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 transport order / agreement and are only and explicitly saved for the time period of the transport order / agreement or until the statutory retention obligation has expired. It is not allowed to process further or transmit further the provided personal data.

**Article 21:**

This contract is subject to the provisions of Belgian Law, and the competence of the Courts of the district where the registered office of ECS2XL is established.

## **Article 22 :**

This agreement and the General Contract Conditions of ECS2XL have priority on the general contract conditions of the carrier and last mentioned confirms to reject his own general contract conditions .

## **CODE OF CONDUCT**

1. *The Carrier will be in compliance with all applicable laws and regulations of the country where operations are undertaken .*
2. *The Carrier will respect human rights , and no employees will suffer harassment , physical or mental punishment , or other forms of abuse .*
3. *The Carrier 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 Carrier will respect the rights of employees to freedom of association and recognition of employees' rights to collective bargaining , where allowable by law .*
7. *The Carrier will provide safe and healthy working conditions for all employees.*
8. *The Carrier will carry out all operations with care for the environment and will include compliance with all relevant legislation in the country concerned .*

9. *The Carrier will follow all applicable laws and regulations to handling, storage , transportation, recycling and disposing of hazardous and non-hazardous waste .*
10. *All services will be delivered to meet the quality and safety criteria specified further in the cooperation agreement , as well as other manuals and instructions , and will be safe for their intended use .*
11. *Business will be conducted with integrity . There will be no payment , services , gifts , entertainment or other advantages offered or given to any ECS2XL employee or third party which are intended to influence the way in which the ECS2XL employee or third party exercises his or her duties . Similarly , ECS2XL will not offer or give such payments , services , gifts , entertainment or other advantages to any carrier which intends to influence the way the carrier exercises his or her duties . There will be no actual or attempted money laundering .*
12. *The carriers' working on behalf of ECS2XL 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 their supply chain .*
13. *The carrier undertakes to man the vehicles that are to be used for the implementation of its commitments with trained and experienced personnel who meet all the legal requirements to drive a vehicle.*
14. *Manning the vehicle with personnel who are not trained and who are inexperienced, or personnel who do not conform, may be considered a serious breach of contract.*
15. *The carrier's personnel remain under the leadership, authority and supervision of the carrier. The carrier 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 ...*
16. *The carrier will execute the transports in all autonomy and independence, though according to the dispatching established by ECS2XL.*
17. *ECS2XL does not exercise any authority on the carrier or its personnel, but can give the following instructions without it being seen as the exercise of authority:*
  - *technical instructions in connection with the execution of this agreement and the transports that are to be executed, including those concerning the prevention of overloading, loading safety, etc ...*
  - *instructions regarding cases of damage or incidents that are related to the goods to be transported, during loading, during transport or upon arrival at the addressee*
  - *custom related instructions*

- *general instructions, obligations and guidelines that are the result of the nature of the executed activity, or that are necessary for the attainment of an established result.*

18. *The carrier declares and undertakes that the drivers will not accept any other direct instruction, order, directive or sanction, neither from ECS2XL nor from the interested parties concerning the cargo and that the drivers will not report either to ECS2XL or directly to the interested parties concerning the cargo.*

19. *The carrier undertakes to inform each of the drivers on this subject in advance that they are under the obligation to notify the carrier immediately should such an event occur. If necessary, the carrier will inform ECS2XL of this immediately.*

*Eventual complaints must only be directed to the carrier and addressed and resolved by him immediately.*

20. *The parties will, however, make provision that the drivers of the carrier can deliver the following documents at a designated place at ECS2XL :*

- *CMR waybill /POD*

*These documents will be delivered to the carrier by the relevant front desk immediately for further processing and/or decision. It is possible that, if it is urgent, communication with the driver will be done via the front desk; obviously in accordance with the instructions of the carrier.*

21. *The following documents can also be presented to the drivers at these front desks, in accordance with the instruction of the carrier:*

- *Issue of CMR waybill*

22. *The carrier will fulfil all social laws and fiscal obligations imposed on the employers with regards to its employees.*

*The carrier will prove that he has complied with all social laws and tax obligations at the time of the conclusion of the agreement and before he starts working for ECS2XL .*

23. *The carrier must be able to show ECS2XL that the statutory social contributions of the personnel who are deployed for the contract have been paid and that the required tax withholdings were implemented. The carrier must be able to submit evidentiary documents that demonstrate compliance with the legal provisions at the first request of ECS2XL.*

24. *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.*

- 25. The carrier 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 carrier will ensure that its subcontractors will comply with these provisions with regards to their respective employees.*
- 26. The carrier declares not to employ any illegal workers and undertakes to have the provisions of this article complied with by its own subcontractors.*
  
- 27. Under no circumstances , ECS2XL will tolerate forced labor or human trafficking . ECS2XL also expects that the Carriers treat their workers fairly and offer transparent employment terms and good working and living conditions .*
- 28. The carrier 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.*