

EKOPAK – GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions

1.1 General Terms and Conditions of Purchase: these general terms and conditions of purchase of Ekopak;

1.2 Order: the order of Ekopak, including the accompanying documents, including but not limited to the order form, the (technical) specifications, etc.

1.3 Services: the services (including maintenance works) to be provided by the Contractor, as described in the Order;

1.4 Goods: the goods to be delivered by the Contractor, as described in the Order, including any goods rented from the Contractor by Ekopak;

1.5 Price: means the price of the Goods and Services specified in the Order.

1.6 Ekopak: EKOPAK NV or an enterprise affiliated with EKOPAK NV;

1.7 Contractor: natural person or legal entity performing work for or providing services to Ekopak, or acting as contracting party to any Agreement with Ekopak;

1.8 Agreement: any agreement between the parties to which the General Terms and Conditions of Purchase apply;

1.9 Force majeure: has the meaning given in Article 14, paragraph 1;

1.10 Change in Circumstances: has the meaning given in Article 14 paragraph 4;

1.11 Works: the works to be performed by the Contractor, as described in the Order;

2. Scope

2.1 These General Terms and Conditions of Purchase apply to all offers/quotations of the Contractor with respect to the delivery of Goods or Services or the contracting of Works for or on behalf of Ekopak, and to all Orders placed by Ekopak.

2.2 The parties acknowledge and confirm that all provisions of these General Terms and Conditions of Purchase are proportional to all other provisions and that the rights and obligations resulting from the General Terms and Conditions of Purchase balance each other.

2.3 In case of contradictions between the Order documents, the Contractor shall inform Ekopak of such contradictions and the following priorities shall apply for the elimination of the contradiction:

- i. memorandums of change and addenda from Ekopak
- ii. Agreement
- iii. Order
- iv. technical specifications of Ekopak
- v. General Terms and Conditions of Purchase
- vi. technical description in the Contractor's quotation;

2.4 The application of (general) terms and conditions (of sale) of the Contractor is explicitly excluded.

2.5 If the Contractor fails to provide Ekopak, at the latest five (5) working days following the date of receipt of the General Terms and Conditions of Purchase, with a **well-reasoned objection with a proposal for an alternative provision for each disputed provision**, this shall constitute the unconditional acceptance of the General Terms and Conditions of Purchase by the Contractor. Consequently, the Contractor can only invoke provisions differing from these terms and conditions if any such differing provision has been explicitly accepted in writing by Ekopak.

2.6 If the Contractor's order confirmation differs from the Order, these differences shall not be valid towards Ekopak, and the latter shall be entitled to cancel the Order without accepting any liability nor paying any compensation.

2.7 The Contractor with whom a contract is signed on the basis of these General Terms and Conditions of Purchase agrees that these terms and conditions will apply to any subsequent contracts between the Contractor and Ekopak.

3. Quotations, orders, agreements and changes

3.1 All requests for quotation made by Ekopak shall be non-binding.

3.2 Quotations issued by the Contractor shall have a term of validity of at least three months.

3.3 References to quotations of the Contractor shall only relate to the technical specifications and/or execution modalities.

3.4 Orders can only be placed in writing by means of the standard order forms of Ekopak.

3.5 Ekopak shall be bound by the Contractor's quotations only if and as they have been accepted in writing. Verbal promises or agreements made by or with its staff shall not be binding for Ekopak except after and to the extent that Ekopak has confirmed them in writing.

3.6 After the Order has been placed, Ekopak has 3 working days in which they can cancel the Order or Agreement in writing without the Contractor being entitled to any compensation.

3.7 Without prejudice to the Order, Ekopak may at any time request the Contractor to adjust the Goods and Services, the scope of the Order, the delivery, specifications, drawings, technical documentation and other documents, as well as any models, moulds, dies, creative work or processes, or give instructions to carry out additional work or to omit certain Goods and Services or part thereof, and the Contractor shall inform Ekopak without delay of the impact thereof on the Price and the delivery time and upon written approval by Ekopak, promptly comply with such request. If a change has an impact on the Price or if it causes the delivery period to become shorter or longer, the Price will be adjusted accordingly and a reasonable adjustment to the delivery period will be made, it being

understood that Ekopak may order the Contractor to make this change without delay and that the matter of the adjustment will be settled amicably or in accordance with the contents of Article .

3.8 Any changes by the Contractor to Goods, Services and/or Works or to the relevant processes, changes of major suppliers or of the location of the production facility and other relevant changes shall be communicated to Ekopak and accepted by Ekopak before being implemented by Contractor.

4. Delivery period for Goods, period for performances of Works and Services, delays and packaging

4.1 The delivery date confirmed by the Contractor is strictly applicable and is binding for the Contractor, except in case of Force Majeure. If no delivery date is confirmed by the Contractor at the latest 2 days after the date of the order, the deadline for delivery is deemed to be the date stated on the Order. If Ekopak is not in the possession of the Goods, Services and/or Works ordered on the deadline for delivery, Ekopak shall be entitled to a compensation equalling 2% of the Price (exclusive of VAT) for each week of delay started, with a maximum of 10% of the Order Price, without prejudice to the right of Ekopak to waive the Agreement. The Contractor shall compensate Ekopak for any losses suffered, including but not limited to any damages and penalties that Ekopak would owe to third parties as a result of the Contractor's failure to deliver, including but not limited to any compensation that Ekopak may owe to third parties pursuant to damage and penalty clauses as a result of the Contractor's failure to deliver (in accordance with the agreement).

4.2 Ekopak cannot be forced to accept partial deliveries, unless specified otherwise in the Agreement.

4.3 Unless explicitly agreed otherwise, the place of delivery is the place indicated on the Order. If no place of delivery is specified, deliveries can only be made validly at the registered office of Ekopak.

4.4 All valid deliveries of Goods shall be recorded in a dated shipment note, which will contain the following information:

- i. Number and date of the Order, as well as the references;
- ii. The quantity delivered, the weight and the description of the articles ordered;
- iii. The quantity in each parcel or package;
- iv. The indication "partial delivery" in case of an incomplete order;
- v. The indication "balance" for the last partial delivery.

4.5 The signing of a delivery note or similar document does not imply acceptance of the Contractor's general terms and conditions, nor acceptance or acknowledgement of the condition of the Goods, Works or Services.

4.6 The Contractor shall adequately protect, pack and label the Goods for their transport to their final destination and/or for their long-term storage in accordance with Ekopak's requirements and, in the absence thereof, at least in a manner corresponding with generally accepted practices and the guidelines for the type of Goods concerned, if any, and in compliance with the applicable laws and regulations.

Each package shall be numbered and labelled and will feature the purchase order number of Ekopak, the article number and any other identifying marks stated in the Order. A list specifying the content shall be affixed to the outside of each parcel in a waterproof manner. The Price is deemed to cover all costs of protection, packaging and labelling.

5. Ownership and risk

5.1 The right of ownership of all machines, parts, materials and all entirely or partially manufactured parts destined for incorporation shall be transferred to Ekopak at the earliest of the following moments:

- i. the moment on which the Goods are identifiable and/or finished, regardless of the place where they are manufactured;
- ii. the moment on which the Goods arrive at the premises / buildings of Ekopak;
- iii. the moment on which the price of the Agreement is paid, either partially or in full;

This article does not apply to Goods leased from the Contractor by Ekopak.

5.2 The specifications, drawings, technical documentation and other documents, as well as any models, moulds, dies, creative work or processes and other items delivered to and/or paid by Ekopak following the Order shall be communicated to Ekopak and shall be its exclusive property. They shall be kept and maintained in good condition by the Contractor at the latter's own risk and can be used by the Contractor only in connection with the production, implementation and delivery of the Goods and Services. The approval by Ekopak of such specifications, drawings, technical documentation and other items shall not release the Contractor from its obligations and responsibilities within the context of the Order.

5.3 As long as the Goods have not been delivered and the Works and/or Services have not been completed, the risk of total or partial loss of the Goods, Works and/or Services and of any damage to materials shall remain with the Contractor. During this period the Contractor shall repair any loss or damage to the Goods, Works and/or Services regardless of the cause. The risk of damage to or loss of temporary works or services, construction equipment and/or tools to which, with which or in connection with which work is performed shall be and remain with the Contractor, even if such items are located in Ekopak's or its customer's buildings or premises.

6. Price

6.1 The prices of the Goods, Works and/or Services are fixed prices and include but are not limited to the costs of all required materials, equipment, tools and documents, all costs of processing, packaging, transport, utilities, duties, levies, taxes (excluding VAT), license fees, insurance, permits, premiums, audits, EHS provisions, labour, reproduction, communication, delivery and all other items or parts of a temporary or permanent nature that are required to provide the Goods, Works and/or Services in accordance with the Agreement, as well as all costs, expenses, overheads and profits.

6.2 Price changes can only be applied after Ekopak's explicit prior written consent.

6.3 Any unilateral price changes by the Contractor are invalid and are deemed not to have taken place.

6.4 The Contractor shall invoice the Price following delivery of the Goods and Services.

7. Additional or less work

If any changes (additional or less work) are required within the context of the performance of the Agreement, the parties shall draw up an additional written agreement containing a relevant price calculation and the implications for the deadline before implementing these changes; if no such agreement is drawn up, the cost of the changes shall be borne by the Contractor.

8. Invoicing and payment terms

8.1 Unless requested otherwise by Ekopak, the Price shall be invoiced in EUR.

8.2 Invoicing shall take place after full delivery of the Goods, completion of the Works and/or Services and on the basis of approval by Ekopak. Invoicing shall in any case take place within the agreed period of time or, in the absence of any written arrangements in this respect, at the latest one hundred and twenty (120) days following valid delivery of the Goods or completion of the Works and/or Services.

8.3 All invoices are sent electronically (in PDF format) to the e-mail address indicated on the Order or, if no such e-mail address is indicated, to invoices@ekopak.be. Ekopak's purchase order number shall be included in all invoices; if not, the invoice will be returned to the Contractor for rectification. Delays in payment due to non-compliance with the procedures described in this article shall not lead to any interests or compensation.

8.4 Payment by Ekopak shall be made at the latest sixty (60) days following receipt of a correct invoice and receipt of all required documents. The date of payment is the date on which the payment order is given to the financial institution.

8.5 Ekopak reserves the right to make payments in the manner it prefers.

8.6 In case of incorrect or defective delivery, the payment term shall be extended *ipso jure* until full performance or acceptance of a compensation. Delays in payment for this reason can never give rise to any interests or compensation being owed to the Contractor.

8.7 In case of non-payment within 60 days without a valid reason, interests may only be charged as from the moment on which a reminder is sent by registered post to Ekopak. The interest rate shall not exceed the legal interest rate applicable upon the conclusion of the Agreement.

8.8 The Contractor waives any right to offsetting.

9. Guarantees and liability

9.1 The Contractor guarantees that the Goods, Works and/or Services are new, ready for use and free from any apparent and hidden defects.

The Contractor guarantees that all legally required documents accompanying the Goods, Works and/or Services are always provided.

The Contractor confirms that the Goods, Works and/or Services correspond to the provisions of the Agreement, the normal requirements as to functionality (e.g. capacity), reliability and useful life (e.g. error-free operation), the legal standards and/or regulations relating to quality, safety, health, environment and privacy and the relevant catalogues, advertisements and publicity.

Any non-compliance with the above-mentioned elements is referred to hereafter as "defect".

9.2 The Contractor guarantees the feasibility and manufacturability of any concepts and designs mentioned in the quotation.

9.3 The Contractor and their subsuppliers guarantee that spare parts can be delivered during the technical useful life of the Goods.

9.4 If the Goods, Services and Works or part thereof do not meet one, several specific or all Guarantees at any time during the Guarantee period defined below, the Contractor shall, at Ekopak's request and at their own expense, inclusive of transport and labour costs, either (a) repair, improve or replace the Goods, Services and Works or the relevant part thereof so as to have them meet the above Guarantees or (b) deliver and install new Goods, Service and Works or parts so as to have them meet the Guarantees and the provisions of the Agreement, in such a manner and within such a period time of time that production interruptions and/or losses are reduced to a minimum. "Guarantee period" means a period of two (2) years from the date of acceptance of the Goods, Services and Works. The Guarantees apply during the entire Guarantee period for Goods, Services or Works that are replaced and during the remaining Guarantee period for all Goods and Services that are repaired or improved, increased by the period that is needed for the Contractor to repair, improve or replace the Goods, Services and Works and to put them into operation again, with a minimum remaining guarantee period of one hundred and eighty (180) days.

9.5 If the Goods, Works or Services are defective, Ekopak has the choice to either have them replaced by other goods, works or service of the same nature and type or to demand reimbursement of all or part of the price in proportion to the defect, or to have the Agreement dissolved. In all these cases Ekopak is entitled to a compensation for all losses caused by the defect, including exchange losses, loss of interests, decontamination costs, loss of profits, loss of use and claims from third parties, including their customers.

9.6 Without prejudice to the implementation of article 9.5, Ekopak can, if (1) the Goods, Services and/or Works do not meet the Guarantees and (2) the Contractor, after having received a request from Ekopak to that effect, fails to immediately take the appropriate measures or if the defective Goods, Services and Works urgently require remedial measures, (3) in their sole discretion (4) and after having informed the Contractor of their intention (5) repair the Goods, Services and/or Works or have them repaired at the Contractor's risk and expense and/or take all reasonable remedial measures which they deem necessary, in addition to their claim for compensation. The Contractor shall, at the latest thirty (30) days following receipt of Ekopak's invoice, pay all reasonable costs incurred by Ekopak as a result of or in connection with such remedial measures.

9.7 Any spare parts that become unserviceable/obsolete as a result of a breach of the Guarantees will be replaced at Contractor's expense with compliant spare parts. At Ekopak's discretion, the Contractor shall either take back, at their own expense, all spare parts that have become unserviceable/obsolete as a result of a breach of the Guarantees or reimburse Ekopak for the removal of such unserviceable/obsolete spare parts as well as all costs and expenses incurred by Ekopak in connection therewith.

9.8 Subcontracting for the entirety of the Agreement is not allowed. Partial subcontracting is subject to Ekopak's prior written consent, both as regards the subject of the subcontract and as regards the identity of the subcontractor.

Ekopak can refuse to accept the subcontractor without motivation.

There are no, nor can there be any legal relationship between Ekopak and the Contractor's subcontractors, not even if the latter are accepted by Ekopak. The Contractor shall remain entirely and personally liable for the parts of the Agreement subcontracted in accordance with the General Terms and Conditions of Purchase.

The Contractor shall also be exclusively responsible for checking compliance with the legal obligations of and relating to their subcontractors, including the withholding obligation relating to taxes and social security, as well as other social security obligations (e.g. DIMONA statement, checkinetwork, certificate of coverage, etc.).

9.9 Without prejudice to any other rights of Ekopak, the Contractor shall be liable to Ekopak and their affiliates and shall indemnify Ekopak against all consequences (direct and indirect damage, including business losses) arising from or occurring in connection with the Goods or the performance of the Works and/or Services to the extent that they result from any act, omission, negligence or fault on the part of the Contractor or on the part of/in connection with any subcontractor and their employees or representatives.

9.10 Notwithstanding any provision to the contrary, any approval or consent (or similar) given by or on behalf of Ekopak shall not reduce the Contractor's contractual obligations or liabilities nor release the Contractor from these obligations or liabilities.

9.11 The information provided by Ekopak or any approvals granted by Ekopak with respect to drawings, calculations, specifications etc. do not release the Contractor from their liabilities and do not imply any liability on the part of Ekopak. The Contractor shall remain fully and exclusively liable in this respect.

9.12 The Contractor shall indemnify Ekopak against any third-party claims resulting from the performance of the Agreement by the Contractor of from any act or negligence occurring during the performance thereof.

9.13 The above obligations include the obligation to reimburse Ekopak for any fees, charges and costs owed by Ekopak in the context of legal proceedings.

9.14 Ekopak shall have the right to reasonably withhold all of the above-mentioned amounts from payments owed by Ekopak to the Contractor.

9.15 The Contractor shall also indemnify Ekopak against liability for nuisance caused to neighbours, if any.

9.16 Ekopak shall not be liable to the Contractor for loss of works, loss of profits, loss of a contract, or for any indirect or consequential damages that the Contractor may suffer due to or in connection with the Agreement.

9.17 The contractual and non-contractual liability of Ekopak, regardless of the legal basis, is limited to the amount paid out by its civil liability insurer.

9.18 Without prejudice to statutory provisions of public policy or mandatory law, the Contractor waives any non-contractual liability claim against the Auxiliary Persons of Ekopak for damage caused by the non-performance of a contractual obligation.

The Auxiliary Persons may, as third-party beneficiaries, invoke the clauses of this provision.

For the purpose of this provision, Auxiliary Persons shall be understood as: any natural or legal person entrusted by the Client with the complete or partial execution of a contractual obligation undertaken by the Client,

throughout the entire contractual chain, such as subcontractors, employees, directors, etc.

10. Insurance

10.1 The Contractor shall take out the following insurance policies at its own expense:

i. Third-party liability insurance:

A (statutory) civil liability insurance with the following minimum guarantees:

- Performance liability/operational civil liability: at least 150% of the Price, with a minimum of € 2,500,000 per incident for all bodily, material and/or immaterial (consequential) damage.
- (civil) liability after delivery: at least 150% of the Price, with a minimum of € 2,500,000 per incident per insurance year for all bodily, material and/or immaterial damage commingled.
- If applicable, liability for intellectual work / professional civil liability: at least 150% of the Price, with a minimum of € 1,000,000 per incident and per insurance year.

Ekopak is deemed to be a third party within the context of the guarantees offered by this policy.

ii. All other statutory insurance policies required for the delivery of the Goods, Works and/or Services.

iii. Ten-year liability insurance if applicable.

iv. Cybersecurity insurance

The ten-year liability insurance policy shall be taken out by the Contractor at their own expense. This insurance shall take effect on the day of completion. It shall cover Ekopak as an additional insured party.

10.2 The terms and conditions of the insurance policies with regard to the type of coverage - and its limitations - to be maintained by the Contractor are not intended to restrict the liabilities and obligations accepted by the Contractor under the Agreement. The policies shall take effect no later than at the time of commencement of performance of the Agreement, and shall remain in effect continuously until at least 24 months after the end of the Agreement, but for no less than the duration of the Warranty Period.

10.3 The Contractor shall ensure that all policies include a waiver of recourse against Ekopak and their representative.

10.4 In the event of withdrawal or any other change affecting the insurance coverage, the Contractor shall inform Ekopak without delay.

10.5 Prior to the conclusion of the Agreement, annually, and each time upon Ekopak's request, the Contractor shall provide Ekopak with a copy of the policies and an insurance certificate.

11. Term and termination

11.1 The Agreement is deemed to remain in effect at least until the completion of the Works and/or Services or until the delivery of the Goods, without prejudice to the guarantee period to be respected by the Contractor.

11.2 If the Contractor fails to meet one or several of its obligations, does not meet them on time or properly, is declared bankrupt or is threatened with bankruptcy, is insolvent, is to be liquidated, if a provisional administrator is appointed, if their property is subject to a seizure, if the Contractor has ceased making payments, is guilty of repeated non-payment, applies for (extrajudicial) composition, application of article 10.4, or in the event of similar events or acts on the part of the Contractor under applicable law, Ekopak shall be entitled to suspend performance of the Agreement or to terminate all or part of the Agreement without prior notice of default by means of a written statement, without being liable for any compensation whatsoever, save for any provision to the contrary in mandatory law, at its own discretion and always retaining all rights to compensation for costs, damage and interests.

12. Confidentiality, GDPR and intellectual property

12.1 The parties shall observe strict confidentiality regarding confidential information obtained from each other. Confidential information includes technical, financial and business information, know-how, personal data as well as this Agreement, its existence and its content.

12.2 If personal data is processed under the Agreement, the parties shall comply with the obligations under the General Data Protection Regulation (GDPR) and other applicable privacy legislation. The processing shall occur solely for the purposes arising from the Agreement and in accordance with the applicable legal basis. The transfer of personal data outside the European Economic Area (EEA) is only permitted if the applicable provisions of the GDPR are met (e.g., use of EU Standard Contractual Clauses or Binding Corporate Rules). Personal data shall be erased or anonymized after the termination of the services, unless statutory retention obligations apply. The Contractor is liable for damages resulting from non-compliance with the GDPR and shall indemnify Ekopak against claims from data subjects or fines from supervisory authorities. Ekopak Privacy Policy is to be consulted on <https://ekopakwater.com/privacy-policy/> and complied with. For privacy-related matters, Ekopak can be contacted via info@ekopak.com.

12.3 The specifications, drawings, technical documentation and other documents, as well as all models, moulds, dies, creative work or processes ("Tools") and other items put at the Contractor's disposal by Ekopak, and the corresponding intellectual property shall be and remain the exclusive property of Ekopak. The contractor is obliged to return these to Ekopak at the time of delivery.

12.4 If, in the performance of the Agreement, the Contractor develops or acquires Tools or know-how, the Contractor is obliged to transfer ownership of these to Ekopak upon delivery and to grant Ekopak a royalty-free license regarding any intellectual property rights on these Tools.

12.5 The Contractor shall indemnify Ekopak against all costs, damages, and interest that Ekopak would suffer as a result of the Contractor infringing the intellectual property rights of third parties.

13. Communications and statements by Ekopak

13.1 The advice, communications, specifications and statements provided by Ekopak with respect to quantities, models, dimensions and quality are only binding for Ekopak if explicitly agreed in writing.

13.2 With respect to the agreed quantities, models, dimensions and quality, the exact descriptions shall apply, unless it is agreed in writing that the tolerances customary in the sector will be used.

14. Force Majeure and Change in circumstances

14.1 Force Majeure means any unforeseeable and unsurmountable circumstance beyond the parties' reasonable control that render the performance of the Agreement entirely or partially impossible.

14.2 If, as a result of Force Majeure, the parties are unable to perform their obligations in a timely manner, such delay shall be accepted for the scope and duration of the Force Majeure. The Party affected by Force Majeure shall immediately upon learning of the Force Majeure notify the other Party in writing of the nature, start and expected duration of the Force Majeure.

14.3 If the Force Majeure situation lasts longer than an uninterrupted period of 1 month, each of the parties is entitled to terminate the Agreement.

14.4 A change in circumstances means any unforeseeable change in circumstances for which the debtor cannot be held accountable and that excessively complicate the performance of the Agreement. The parties agree that they cannot in any event invoke a Change in circumstances nor any relevant legal provisions in order to obtain an adjustment to or the termination of the Agreement.

15. Quality, safety, health and environment

15.1 The Contractor guarantees that the Contractor and their staff and subcontractors, if any, will at all times comply with and impose all guidelines as to quality, safety, health and environmental protection that apply to the Goods, Works and/or Services under the applicable legislation or the procedures, guidelines and/or instructions of Ekopak.

For instance, the Contractor specifically undertakes to exclusively supply, use and/or apply CE-labelled Goods and have such Goods supplied, used and/or applied to the extent that Goods to which such standards apply are used in the performance of the Agreement.

15.2 If the Contractor employs people on the premises of Ekopak's customer), the Contractor shall be in the possession of a VCA safety, health and environmental checklist certificate / MASE certificate and/or any other certificate(s) specified by Ekopak at the time of the Order and/or later on.

15.3 If the Services / Works supplied by the Contractor generate waste, the Contractor shall dispose of and recycle this certificate at their own expense, unless agreed otherwise.

15.4 In the event that hazardous substances are supplied, the Contractor shall provide Ekopak with product information prior to delivery, including the EU safety data sheets in the language of the website. The same applies to information relating to statutory labels and usage restrictions.

15.5 In the event that chemicals are used as raw materials or consumables, Contractor shall, to the extent applicable, comply with the provisions of the applicable version of the REACH Regulation, including any amendments. In addition, the Contractor shall provide all necessary information for the correct and safe use of these chemicals.

16. Contractor's Staff

16.1 There is no contractual relationship based labour law between the Contractor's staff and Ekopak. Ekopak is not responsible for the organisation and/or the staff of the Contractor. The Contractor guarantees that their staff is sufficiently qualified to perform the Agreement independently. The Contractor shall fully indemnify and hold Ekopak harmless if the relationship between their staff and Ekopak should be qualified as an employment contract.

16.2 The Contractor shall ensure that only qualified staff performs the Work/Services and shall provide specific training if necessary (including but not limited to safety training necessary in light of the specific work environment and associated risks). The Contractor shall provide Ekopak at the latter's request with the relevant qualification documents without extra charge (e.g. qualifications relating to welding, electrical work).

17. Non-poaching

The Contractor shall not, for the duration of the Agreement and for a period of one year after its termination, in any way, except with the prior express written consent of Ekopak, hire or otherwise, directly or indirectly, allow employees or other natural or legal persons working for or on behalf of Ekopak (subcontractors, temporary agency workers and freelancers) ("Staff") to perform work or services for the Contractor.

The Contractor also agrees not to, for the duration of the Agreement and for a period of one year after its termination, approach or in any other way solicit any customers, clients or contracting parties of Ekopak, with the aim of making such parties – directly or indirectly – a customer or contracting party of the Contractor for activities that compete with the activities carried out by Ekopak.

Any breach of this article by the Contractor shall, by operation of law, result in the obligation to pay compensation to Ekopak amounting to 50,000 EUR per violation. In the event of the solicitation of a member of Staff, the compensation shall be equal to once the gross annual salary of the solicited or acquired Staff member. If the actual damage resulting from the breach is higher, Ekopak shall retain the right to recover this damage from the Contractor.

18. Legislation and changes

18.1 The Contractor undertakes to perform the Agreement in accordance with all applicable laws, including laws relating to residence and social security applicable to their staff.

18.2 The Contractor shall notify Ekopak of any changes in the legislation that may have an impact on the performance of the Agreement.

19. Invalidity

Should one or several provisions of these General Terms and Conditions of Purchase be invalid or otherwise non-binding, this will not affect the validity of the other provisions. The parties then undertake to make an arrangement that approximates the scope of the invalid provision(s) as much as possible.

20. Disputes

20.1 Without prejudice to the Contractor's obligation to comply with the applicable legislation in accordance with this Agreement, all matters, questions and disputes relating to the validity, interpretation, enforceability, performance and termination of the Agreement and all matters relating to the Goods, Works and/or Services are exclusively governed by the laws of the jurisdiction where the Ekopak entity placing the order has its registered office. These laws shall apply to the exclusion of any other choice of law or other local, foreign or international conflict of law rules that might declare a different legal system of another jurisdiction applicable. The application of the Vienna Convention on Contracts for the International Sales of Goods and the New York Convention on the Limitation Period in the International Sale of Goods is explicitly excluded.

20.2 In the event that any claim or difference of opinion or dispute of any kind relating to the Agreement and the performance thereof (hereinafter referred to as 'Dispute') arises between the parties and cannot be resolved by means of mediation between the parties, such a Dispute shall be exclusively settled by the courts that have jurisdiction in the place where the Ekopak entity placing the order has its registered office.

21. Ekopak Policies & Codes – General principles

21.1 Ekopak pursues a sustainable procurement policy and expects their suppliers to endorse the principles reflected in the 'Supplier Policy' that can be consulted via: <https://ekopakwater.com/nl/investor-relations/corporate-governance/corporate-governance/>.

21.2 The Contractor furthermore confirms having read the following policies of Ekopak, as amended from time to time, and undertakes to observe them:

- Dealing code: <https://ekopakwater.com/investor-relations/corporate-governance/corporate-governance/>;
- Code of Conduct: <https://ekopakwater.com/investor-relations/corporate-governance/corporate-governance/>;
- Human Rights Policy: <https://ekopakwater.com/investor-relations/corporate-governance/corporate-governance/>.

21.3 Finally, the Contractor undertakes to respect the following principles at all times:

- Anti-bribery and anti-corruption, the Contractor shall:
 - not take part in any form of corruption and bribery and ensure that business decisions are not influenced by inappropriate or illegal payments in the form of cash, gifts, travel or anything else of value, including intangible advantages.
 - refrain from offering invitations, gifts or anything else of value to Ekopak staff members with the intention of obtaining any kind of influence.
 - inform Ekopak of any requests made or any pressure exerted to give bribes (any type of advantage) in any form, either directly or indirectly, to Public Officials or other parties who may exert influence or provide unfair business advantages.
- Conflicts of interests, the Contractor shall:
 - avoid any situations where their own interests are or may be contrary to Ekopak's business interests.
 - immediately inform Ekopak upon becoming aware of a conflict of interests, including a situation where an Ekopak staff member has a financial interest in the Contractor's enterprise or is otherwise associated with this enterprise.
- Accounting and reports, the Contractor shall:
 - maintain complete accounting records and reports that accurately reflect all business transactions and expenditures and that are prepared in accordance with applicable laws and regulations.
- Anti-competition and economic and trade sanctions, the Contractor shall:
 - refrain from performing activities that may reasonably be regarded as competitive, unlawful or unfair (e.g.

poaching staff members, customers) and comply with the applicable antitrust and competition laws and regulations.

- comply with the laws and regulations regulating the export or import of goods, products and services as well as laws relating to economic and trade sanctions and anti-boycott laws.
- Insider trading, the Contractor shall:
 - avoid insider trading by refraining from buying or selling shares of Ekopak or any other company if they are in the possession of insider information concerning Ekopak that is not available to investors and that might influence an investor's decision to buy or sell the shares (see Dealing Code).
- Staff, the Contractor shall:
 - provide safe workplaces that meet the international labour standards.
 - ensure fair employment practices and refrain from any form of unethical or illegal employment practices (such as harassment or physical violence, any form of slavery, servitude and forced or compulsory labour including but not limited to child labour).
 - refrain from discriminating staff members on the basis of their ethnicity, gender, sexual orientation, religion/faith, ideology, handicap or age.
 - ensure the right of association and collective bargaining and give employees written labour contracts as required by local law.
 - ensure that wages, working hours, vacations and leave granted to employees and external contractors comply with applicable law and/or agreements.
 - comply with all applicable laws relating to data protection.
- Environment, the Contractor shall:
 - perform their activities in a safe manner and reduce the environmental impact of their business activities to a minimum.
 - comply with the applicable environmental laws and permits.
- Communities, the Contractor shall:
 - respect the local community and strive to prevent and mitigate adverse impact on the local community.
- Standards relating to own staff, co-workers, suppliers and subcontractors, the Contractor shall:
 - expect their own staff, co-workers, suppliers and subcontractors to comply with the principles set forth in this provision.
 - systematically integrate and monitor compliance with these obligations in the business relations with them.
- Material compliance and conflict minerals, the Contractor shall:
 - ensure that Goods and materials supplied to Ekopak do not originate from illegal or unethical sources.
 - confirm the implementation of appropriate due diligence measures for the responsible procurement of minerals in order to guarantee compliance with the relevant regulations.
 - if the Contractor produces, sells or trades in regulated conflict minerals (tantalum, tin, tungsten, gold or any other mineral or any derivatives the proceeds of which are found to be used to finance conflicts) mined in the Democratic Republic of the Congo (DRC) or adjacent countries, notify Ekopak and, upon request, make their due diligence measures and results available to Ekopak to exclude the possibility of these minerals being supplied to Ekopak.
- Cybersecurity, the Contractor shall:
 - ensure that the software and/or systems used / supplied / made available are at all times sufficiently secure and protected against digital threats (e.g. viruses, Trojan horses, computer worms, spyware, spam, phishing and rootkits) and/or other hazards that (may) jeopardise the confidentiality, integrity and/or availability of the Goods, Services and/or Works to be delivered, the network, other parts of the IT system or Ekopak's business operations. The Contractor shall fully indemnify Ekopak against all adverse consequences of the above-mentioned threats and compensate Ekopak for any losses and expenditure incurred in this respect.
 - Connecting to Ekopak's network/digital systems via PC, laptop, USB pen drives, memory cards, etc. is not allowed without prior express permission from Ekopak.
 - If so requested, the Contractor shall be able to demonstrate that the hardware, software, systems,

networks and digital media used are not susceptible to digital threats, cf. first item above. Ekopak reserves the right to check this themselves (in consultation with the Contractor). Ekopak may also request the Contractor to perform certain preliminary scans/checks used by Ekopak.

- Suspicious software and/or (potential) digital threats shall be reported to Ekopak without delay. Notwithstanding consent and specific instructions from Ekopak, the Contractor shall remain responsible and liable for the connection in question. The Contractor shall also upon request provide all cooperation to Ekopak which is required in the context of compliance with laws and regulations, or which is otherwise required or useful.

21.4 The Contractor undertakes to comply with the 'Supplier Policy' and all other policies and principles listed above at all times and at their own expense; should the Contractor fail to do so, Ekopak shall have the right to impose corrective measures or to terminate the Agreement with immediate effect and without any compensation.

The Dutch-language text of the General Terms and Conditions of Purchase prevails over the (English or French) translation.