

EKOPAK GROUP**General Terms and Conditions of Purchase****Indirect Purchasing and Consumables**

Version 2.0 (FINAL) — applicable to Ekopak NV, GWE NV, DWS BV, Ekopak France SAS and H2O Production SAS

These conditions apply to indirect purchasing and consumables only: goods and services with no material operational or safety risk, such as office supplies, small non-technical services and other low-value, low-risk purchases. They do not apply to maintenance, repair, overhaul or other work on installed equipment, which is governed by a separate set of conditions, nor to purchases for projects and capital goods, which are governed by the main set of General Terms and Conditions of Purchase. This document has been reviewed by Legal. The English text is the source text and prevails over any translation into Dutch or French.

1. Definitions

1.1 Ekopak: the entity placing the Order, being one of the following European entities of the Ekopak Group: Ekopak NV (Deinze, Belgium), GWE NV (Brugge, Belgium), DWS BV (Wijnegem, Belgium), Ekopak France SAS (Rouen and Lyon, France), or H2O Production SAS (Pithiviers, France), or any of their affiliated entities placing an Order under these conditions.

1.2 Supplier: the natural person or legal entity delivering goods to, or providing services for, Ekopak, or acting as counterparty to any Agreement with Ekopak.

1.3 Order: the order of Ekopak, including the accompanying documents and specifications.

1.4 Goods and Services: the goods to be delivered and the services to be provided by the Supplier as described in the Order.

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

1.6 Agreement: any agreement to which these General Terms and Conditions of Purchase apply.

2. Scope

2.1 These conditions apply to indirect purchasing and consumables: goods and services with no material operational or safety risk. They do not apply to maintenance, repair, overhaul or other work on installed equipment, nor to purchases for projects or capital goods. Ekopak determines, acting reasonably, under which set of conditions a given Order falls.

2.2 The application of any terms and conditions of sale of the Supplier is expressly excluded.

2.3 If the Supplier does not provide a reasoned objection within five (5) working days of receipt of these conditions, this constitutes unconditional acceptance. A deviating provision binds Ekopak only if accepted by Ekopak in writing.

2.4 Orders are placed in writing. Ekopak is bound by a quotation only if it has accepted it in writing; verbal promises do not bind Ekopak unless confirmed in writing.

2.5 Where the Supplier has signed the Ekopak Group General Terms and Conditions of Purchase (Projects and Capital Goods) as a framework agreement, those conditions prevail over these conditions for that Supplier, notwithstanding that this document may be transmitted together with an Order.

3. Delivery and delay

3.1 The confirmed delivery date is binding, except in case of force majeure. If the Supplier fails to deliver within a reasonable period after Ekopak's written notice, Ekopak may cancel the Order without any compensation being due to the Supplier, without prejudice to Ekopak's right to claim its actual losses.

3.2 Ekopak cannot be obliged to accept partial deliveries unless agreed. The place of delivery is that stated on the Order; failing which, delivery is valid only at the registered office of Ekopak. Each delivery states the Order number and references.

3.3 The Supplier packs and labels the Goods adequately and in accordance with applicable law. All costs of packaging and labelling are included in the Price. The signing of a delivery note does not imply acceptance of the Supplier's terms or of the condition of the Goods.

4. Ownership and risk

4.1 Ownership passes to Ekopak on delivery or on payment, whichever is earlier. Until delivery, the risk of loss of or damage to the Goods remains with the Supplier, regardless of cause.

5. Price

5.1 The prices are fixed and include all costs required to deliver the Goods and Services in accordance with the Agreement, including transport, packaging, duties and taxes (excluding VAT). Any unilateral price change by the Supplier is null and void. Price changes require Ekopak's prior written consent.

6. Invoicing and payment

6.1 The Supplier invoices without delay following delivery of the Goods or completion of the Services. Invoices are addressed to the ordering Ekopak entity and sent via the PEPPOL network to that entity's PEPPOL address as stated on the Order; where PEPPOL is not available in the Supplier's country, in PDF to the invoicing e-mail address stated on the Order. The purchase order number must appear on every invoice, failing which the invoice is returned for rectification.

6.2 Payment is made within sixty (60) days of receipt of a correct invoice. This period is the maximum permitted under applicable Belgian law on late payment in commercial transactions and is not extended by any arrangement to the contrary. In case of non-payment on the due date without valid reason, default interest is due by operation of law and without notice of default, at the one-month Euribor rate plus two (2) percentage points.

6.3 In case of incorrect or defective delivery, the payment term is extended by operation of law until full performance. The Supplier waives any right of set-off; Ekopak may reasonably withhold amounts the Supplier owes it.

7. Conformity

7.1 The Supplier guarantees that the Goods and Services are new, ready for use, free from apparent and hidden defects, accompanied by all legally required documents, and in conformity with the Agreement and with the applicable legal standards on quality, safety, health and environment.

7.2 Ekopak shall notify the Supplier of any apparent non-conformity within thirty (30) days of delivery or completion. Failing timely notice, the Goods or Services are deemed accepted, without prejudice to Ekopak's rights in respect of hidden defects. Where the Goods or Services are non-conforming, the Supplier shall, at Ekopak's request and at its own expense, repair or replace the Goods or re-perform the Services within a reasonable period. If the Supplier fails to do so, Ekopak may remedy the non-conformity at the Supplier's expense, in addition to its right to compensation for the losses caused.

8. Liability

8.1 The Supplier is liable for and indemnifies Ekopak against all consequences, including direct and indirect damage, arising from or in connection with the Goods or Services, to the extent resulting from any act, omission or default of the Supplier or its staff, and against any related third-party claim.

8.2 Ekopak is not liable to the Supplier for indirect or consequential damage. The contractual and non-contractual liability of Ekopak, whatever the basis, is limited to the amount paid out by its civil liability insurer, save for the statutory exceptions to this limitation, in particular for intentional fault or fraud and for death or personal injury.

8.3 Where the Supplier performs Services on Ekopak's premises, it takes out and maintains adequate liability insurance covering its activities under the Agreement and provides evidence of cover on request. This requirement does not apply to Goods delivered without on-site presence of the Supplier.

9. Staff and non-solicitation

9.1 There is no employment relationship between the Supplier's staff and Ekopak. Where the Supplier performs services on the premises of Ekopak or its customer, it ensures that only qualified staff is used and complies with the applicable safety requirements.

9.2 During the Agreement and for one year after its termination, the Supplier shall not, without Ekopak's prior written consent, hire or engage staff working for or on behalf of Ekopak, nor solicit Ekopak's customers for competing activities. Any breach gives rise by operation of law to compensation of €50,000 per breach, without prejudice to Ekopak's right to recover higher actual damage.

10. Confidentiality and data protection

10.1 The parties observe strict confidentiality regarding confidential information obtained from each other. Where personal data is processed under the Agreement, the parties comply with the General Data Protection Regulation and applicable privacy law, and the Supplier indemnifies Ekopak against claims and fines resulting from its non-compliance. The Ekopak Privacy Policy is available at <https://ekopakwater.com/privacy-policy/>.

10.2 Where the Supplier is given access to Ekopak's systems or networks, it ensures that the software and systems it uses are adequately secured against digital threats and reports any incident affecting Ekopak's systems without undue delay. Ekopak may specify additional cybersecurity requirements for a specific Order.

11. Ekopak policies and codes

11.1 The Supplier confirms having read and undertakes to observe the Ekopak Supplier Policy, Dealing Code, Code of Conduct and Human Rights Policy, available via the Ekopak corporate governance pages. The Supplier respects at all times the principles of anti-bribery and anti-corruption, competition and sanctions law, fair and safe employment without discrimination or forced labour, environmental compliance and responsible sourcing, and imposes these principles on its own suppliers and subcontractors.

12. Termination

12.1 Ekopak may suspend or terminate all or part of the Agreement by written statement, without prior notice of default and without compensation being due, if the Supplier fails to perform on time or properly, becomes insolvent or bankrupt, is liquidated, or is subject to seizure or judicial reorganisation, always retaining its rights to compensation for costs, damage and interest.

13. Force majeure

13.1 Force majeure means any unforeseeable and insurmountable circumstance beyond the parties' reasonable control that renders performance wholly or partly impossible. The affected party notifies the other in writing without delay. If the situation lasts longer than one (1) month, each party may terminate the Agreement.

14. Invalidity

14.1 If one or more provisions of these conditions are invalid or non-binding, the validity of the other provisions is not affected. The

parties undertake to replace any such provision with one that approximates its scope and intent as closely as possible.

15. Governing law and jurisdiction

15.1 The Agreement is governed exclusively by Belgian law, to the exclusion of any conflict-of-law rules and of the Vienna Convention on Contracts for the International Sale of Goods. Any dispute that cannot be resolved by mediation is settled exclusively by the courts having jurisdiction over the place where Ekopak's registered office is located.

15.2 The Supplier may not suspend the delivery of Goods or Services on the basis of a dispute or of an unpaid invoice. Any claim of the Supplier against Ekopak lapses one (1) year after delivery, save for mandatory statutory provisions.

The English text of these General Terms and Conditions of Purchase is the source text and prevails over any translation into Dutch or French.