General purchase conditions (version 01.01.2024)

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0.0. Definitions

The following definitions and rules of interpretation shall govern supplier-customer relationships in the purchase of goods and delivery of services/works between EDR (the buyer or principal) and business partners (hereinafter the "Contractor"):

0.1. *EDR*: refers to ENGINE DECK REPAIR N.V., with commercial name EDR ANTWERP SHIPYARD and having his registered seat at 2030 Antwerpen (Belgium), Industrieweg 11, quay 403.
0.2. *Contractor*: a contractor/service provider/supplier/seller from which EDR obtains goods and/or services or with which EDR places an(other) order. Services shall also include contracting works as provided in article 1789 and following of the (old) Belgian Civil Code.
0.3. *Agreement*: all requests, offers, agreements and resulting obligations whereby EDR obtains goods and/or services from the Contractor or places an(other) order with this Contractor.
0.4. The word "*including*" will be deemed to be followed by the words "*without limitation*"

1.0. In general

1.1. The applicability of the Contractor's general terms and conditions is explicitly excluded from the contractual relationship between the parties.

2.0. Applicable law and jurisdiction

2.1. All transactions and agreements with EDR, regardless of the location, shall exclusively be governed by Belgian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2.2. All disputes which may arise regarding the existence, validity, interpretation, execution or termination of any agreement or transaction with EDR shall exclusively be submitted to the courts of Antwerp, division Antwerp, unless EDR, acting as a claimant, chooses to institute proceedings before the competent courts of the contractor's residence. No circumstance such as free shipping, the drawing of bills of exchange, or acceptance of payments will entail any waiver of this competency article.

3.0. Salvatorian article

3.1. If a (part of a) provision of the present conditions is deemed invalid or unenforceable, or in conflict with a compulsory law or public order, such provision (insofar as it is invalid or unenforceable) shall have no effect and be deemed not to be part of the present conditions, without affecting the remaining provisions.

3.2. The parties must then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable replacement provision of which the purpose and spirit align as closely as possible with the intended effect of the invalid or unenforceable provision.

4.0. Waiver of rights

4.1. If a party fails to exercise any right or recourse provided for by law or under the present conditions, this shall not be deemed as a waiver of this right or the legal remedies thereto. No whole or partial exercise of such a right or recourse precludes any future exercise thereof or the exercise of any other claim.

5.0. Request for quotation and purchase order

5.1. Requests for quotations are non-binding for EDR and are merely an invitation to the Contractor to provide a quote.

5.2. Quotes are not remunerated and do not create any obligations on the part of EDR. A Contractor's quote is irrevocable and is valid for at least ninety (90) calendar days. A quote is final, precise and complete, and must contain everything required to provide the goods, services or work offered, in full and in optimum working conditions.

5.3. If the Contractor (i) has doubts about, (ii) objects to (e.g. regarding the methods, safety, feasibility or cost), or (iii) has recommendations regarding the request for quote from EDR, he shall inform EDR of this before submitting an offer. In such cases, the Contractor shall provide an alternative offer in consultation with EDR.

5.4. EDR is entitled to terminate negotiations without providing reasons and without and form of compensation.

5.5. EDR is only bound if a duly authorised representative submits a written purchase order to the Contractor. Within three working days of a purchase order being issued, the order is deemed to have been accepted by the Contractor unless the Contractor informs EDR to the contrary in writing within this period.

5.6. If the request for quote and/or purchase order refers to instructions regarding methods, safety, quality or other, documents and drawings which are not attached to the request for quote

and/or order, the Contractor is deemed to be familiar with these, unless the Contractor immediately informs EDR to the contrary in writing. In any and all cases the Contractor shall keep these documents and drawings strictly confidential and shall not transfer such documents to any third party.

5.7. EDR may amend, postpone or cancel a confirmed purchase order in whole or in part, without any liability towards the Contractor, by notifying the Contractor at least three (3) working days prior to the delivery date (cf. article 7).

If such a change or postponement may have/has an impact on the price and/or the period in which the order can be completed, the Contractor must inform EDR of this in writing within two (2) working days (i.e. all calendar days except Saturdays, Sundays, and Belgian public holidays) from receipt of such notification, failing which the Contractor shall be deemed to have fully accepted the changes and/or postponements of which he was notified, under the conditions stated in the notification.

If, within the aforementioned period, the Contractor informs EDR in detail, in writing, of the consequences this/these change(s) has/have on the agreed fixed price and/or implementation/delivery period, EDR shall either (i) accept the written notice of the Contractor, in which case the parties shall set out the changes in an adjustment agreement, or (ii) deem the consequences communicated by the Contractor to be unreasonable or unacceptable, in which case EDR is entitled to annul the Agreement in whole or in part by sending written notification to the Contractor. Nullification under this paragraph does not entitle either party to compensation for loss or damage.

5.8. Any type of change to an order at the request of the Contractor is only valid if accepted by EDR in writing by a duly authorised representative of EDR. Additional work to allow the order to be carried out which the Contractor could have or ought to have been able to foresee at the time the order was accepted or which is the result of a failure on the part of the Contractor is never considered to be a justification for changing the order.

6.0. Packaging and labelling

6.1. The Contractor shall package and store the goods economically, safely and carefully so that shipment can happen carefully and adequately during transport and supply.

6.2. All packaging and packaging materials are in accordance with the Agreement requirements, EDR specifications (if applicable), all applicable shipper requirements, and the laws and regulations applicable in the countries of dispatch and destination. Without restricting the general nature of the foregoing, the Contractor shall, inter alia:

- carefully package and protect all goods so that they can reach their destination undamaged;
- decontaminate and handle in accordance with mandatory European regulations all goods sent from outside of the European Union containing wooden packaging materials;
- ensure that (i) all goods containing any sort of dangerous substance are in accordance with all applicable legislation governing the transport of dangerous good over land, sea, inland waterways, railways and by air at all times during their transportation and (ii) the carrier has all the required documents relating to dangerous goods and/or other additional information as may be required (documents related such as but not limited to IHM);
- ensure that all goods have been packaged in accordance with the Australian packaging rules;
- dispatch or ship all goods with all documents and certificates required by applicable laws and regulations.

6.3. Furthermore the Contractor shall:

- label the packaging of the goods in accordance with the requirements set out in the Agreement, EDR's specifications (if applicable), all applicable shipper requirements, and applicable national and international laws and regulations;

- label the packaging of the goods with all required or appropriate warning labels and storage labels;
- label each batch with EDR's order number and the number of packages, as well as with the correct details of the shipping address (and office or factory building);
- include a packing list on the outside of the container, stating the contents of the shipment;
- display all information required under export and import regulations;
- label all containers, packaging and casing the Contractor expects to be returned, indicating that they are to be returned. These containers, packages and casing must then be returned to the Contractor at the latter's own risk and cost unless otherwise agreed in writing. Failure to accept and/or collect such containers, packages and casings might result in the disposal of same by EDR on the Contractors' risk and costs.

6.4. If the Contractor does not comply with the provisions of articles 6.1 - 6.3, EDR is entitled to refuse the supply of the goods concerned. In that case, the goods shall be deemed not to have been supplied.

6.5. The Contractor must compensate EDR for any damage suffered by EDR as a result of goods which are not well-packaged, unsecured, wrongly transported, stored or labelled, and to compensate EDR for all possible claims for damage suffered by third parties as a consequence thereof.

6.6. Without prejudice to articles 6.2 and 6.3, on the delivery date at the latest (cf. article 7.1) the Contractor shall separately provide EDR with the complete, adequate documentation relating to the goods, including instructions for loading, unloading and storage, and shipping documents; all written information regarding the relevant government regulations; if applicable, certificates relating to the Marine Equipment Directive (Directive 2014/90/EU) and all other documents requested by EDR.

7.0. Supply

7.1. The Contractor shall supply the goods on the delivery date stated in the Agreement, unless otherwise agreed in writing. Any delivery time agreed upon is of the essence and binding upon the Contractor.

7.2. In the case of goods being supplied, compliance here requires delivery free from defects to the address stated in the Agreement within the usual working hours of EDR and accompanied by the required shipping documents.

7.3. If the Contractor and EDR have agreed on a delivery including assembly/service, the supply of goods without any defects is only deemed to have taken place at the time the assembly/service has been carried out carefully and in full in accordance with the Agreement and the documents specified in the present conditions have been drawn up and signed.
Upon the first request of EDR, the Contractor shall provide an action plan setting out, inter alia, the start and completion dates for each successive part of work and the level of staffing.
Periodically, as requested by EDR, the Contractor shall supply a progress report.
A final report and/or work report and/or delivery receipt must be signed by a representative/client of EDR. A signed copy must send to the corresponding person of EDR at least three (3) working days after the works have been finalized.
The Contractor must provide utmost care and due diligence to make up for any delays which occur. All extra costs for measures to make up for delays and any damage or loss suffered by EDR shall be borne by the Contractor.

7.4. The Contractor shall purchase or produce all tools, materials, drawings, calculations, models, diagrams, templates, computer software, instructions, specifications, and other aids, including hand tools and personal-protection equipment necessary for working in accordance with the Agreement. The costs of this are included in the price.

7.5. If the Contractor realises that he shall not be able to fulfil his contractual obligations in whole or in part within the time frame specified, he shall inform EDR of this in writing. Notification must also state the reasons for the delay and the envisaged delays in the term of supply.
EDR is entitled to either (i) request the performance of the Agreement, in which case he is entitled to an agreed compensation of ten (10) % of the total contract price for each started week for which the deadline has been breached, or (ii) terminate the Agreement without notice of default and without judicial intervention or remuneration. In all cases, EDR is entitled to claim compensation for all damages suffered.

7.6. If EDR requests that the Contractor postpones delivery, the Contractor shall insure the goods and store them in a safe location, adequately packaged and in a way which means they can be identified as being destined for EDR.

7.7. Unless expressly agreed otherwise in writing, goods are delivered Delivered Duty Paid (DDP) (INCOTERMS® 2020) to the delivery address stated in the Agreement.

7.8. Early or partial delivery requires the prior written approval of EDR, and notice must be given three (3) days in advance. All associated costs are borne by the Contractor.

7.9. EDR is not obliged to pay if the amount of goods supplied exceeds the quantity stated in the Agreement. The certified specifications of EDR (weight, dimensions, etc.) are decisive. Regardless of the quantity of goods supplied, they shall be returned at the Contractor's own risk and cost if EDR requests this. EDR retains the right to organize the return of such goods whenever the Contractor fails to recollect the excess quantities delivered. This will be at Contractor's risk and costs.

7.10. In no instance does any document signed by and on behalf of EDR and showing that goods and/or services have been supplied constitute confirmation or evidence of confirmation from EDR of the status, conformity and quality of the goods and/or services and does not affect the other rights or any other compensation to which EDR may be entitled under the Agreement or under the applicable law.

7.11. If documents must be drawn up by EDR to enable the Contractor to execute an Agreement, it is the Contractor's responsibility to request these documents in good time.

8.0. Acceptance of contracting works

8.1. Provisional acceptance

8.1.1. If the Contractor notifies EDR in writing/electronically that the agreed works have been performed, EDR shall carry out an initial superficial check. This first check shall only cover directly verifiable anomalies which can be identified without further examination and which in no event counts as provisional acceptance.
For a period of fourteen (14) calendar days, EDR shall be entitled to make its remarks concerning non-conformities and/or visible defects known to the Contractor verbally or in writing/electronically.

8.1.2. If EDR has not made any remarks during the aforementioned period, the performance of the works shall be deemed to have been provisionally accepted. If, on the other hand, EDR has made remarks, the performance of the works shall in any event be deemed provisionally accepted if eight (8) calendar days have elapsed since the Contractor's notification that it has remedied the visible defects or non-conformities. Provisional acceptance shall take place contradictorily between the Contractor and EDR. Only a written and contradictory document concluded between the parties shall serve as proof of the provisional acceptance of the performance of the works.

8.1.3. Provisional acceptance means that the completion and approval of the works has been confirmed, with the exception of (i) the remarks and visible defects indicated in the report of provisional acceptance, (ii) any faults and defects which emerge between provisional acceptance and the date set for definitive acceptance and (iii) any hidden defects.

8.1.4. As soon as provisional acceptance has taken place, the trial period shall commence for a period of one year. EDR reserves the right to extend the above-mentioned trial period, taking into account the specifications of the Agreement. During the trial period, it must be verified whether the Agreement has been carried out as agreed and whether there are any hidden defects that impede the functionality of the results of the Agreement (and/or any processed material). The commissioning or processing of the results of the Agreement (and/or the processed material) shall in no way imply definitive acceptance.

8.2. **Definitive acceptance**

8.2.1. As soon as the trial period (as referred to in article 8.1) has elapsed and to the extent that EDR has not made any remarks to the Contractor concerning any defects during the trial period, the work shall be deemed to have been definitively accepted. The Contractor's ten (10)-year liabilities for minor hidden defects and for serious hidden defects, based on articles 1792 and 2270 of the (old) Belgian Civil Code, shall start from the date of definitive acceptance of the works.

8.2.2. In any case, the works shall be considered to be definitively accepted when eight (8) calendar days have elapsed since the Contractor's notification that it has remedied the shortcoming or failure of the result of the works.

9.0. Price and payment

9.1. Prices are stated exclusive of VAT and include, unless otherwise agreed in writing, all additional costs such as accessories and aids belonging to the goods, all corresponding documents (such as drawings and quality certificates, tests, guarantees and classifications, as well as handbooks, manuals and instruction books), costs for packaging, assembly, storage, transport, insurance, customs rights and levies, taxes, etc. and generally include all of the Contractor's costs for meeting his obligations.

9.2. Prices are fixed and may not be changed, unless otherwise agreed in writing.

9.3. At all times, the Contractor shall offer and charge EDR the most favourable prices for the goods and/or services. Accordingly, the prices and costs payable by EDR shall not be less favourable than those charged to other clients of the Contractor. The Contractor unreservedly applies the advantages of lower prices or costs he offers to third parties and shall spontaneously and immediately inform EDR of these more favourable conditions which are offered to third parties. EDR is entitled to have the Contractor's records inspected and verified by an independent accountant to ensure compliance with article 9.3. If significant discrepancies are identified during this inspection and prices are to be adjusted, the Contractor shall refund EDR the cost of the inspection and will make a single payment covering the price adjustments within thirty (30) calendar days from the end of the inspection.

9.4. Invoices may only be issued if the goods/services are provided in accordance with article 7 or if the contracting works have been accepted in accordance with article 8.1. An invoice must be issued within two (2) from the date the Contractor is entitled to do so in accordance with articles 7 and 8.1, in the absence of which the invoice will be deemed waived by the Contractor and, if sent nevertheless to EDR, time-barred.

9.5. Invoices are sent by normal post to the EDR accounting department at the address stated in the order and/or by email to accounts@edr-antwerp.eu. Invoices state EDR's order number and shall include the specifications set out in the instructions from EDR. If, and for as long as, these specifications are not included, EDR is entitled to suspend payment.

9.6. Invoices are payable within sixty (60) calendar days from the date the invoice is received by EDR, along with all corresponding components, accessories, aids and documents. Protest of an invoice not later than thirty (30) days after receipt of the invoice, shall be considered timely, so consequently the invoice shall not be deemed accepted.

9.7. EDR is entitled to suspend payment if the delivery does not fully correspond to the conditions stipulated in the Agreement and/or the present conditions, the necessary documents are not provided, the envisaged services are not accepted by EDR, etc.
In no case does payment by EDR entail an indication that the conditions or prices have been accepted, nor does this constitute a waiver on the part of EDR relating to deliveries/services provided which are not in conformity with the foregoing, EDR's right to inspection, and his right to dispute an invoice.

9.8. If an invoice is unpaid on its due date, EDR only owes interest on the amount in question and only from the date on which the Contractor notifies EDR of default in writing. In that case, EDR owes the interest rate equal to the European inter-bank credit rate for three (3) months (3-month Euribor) applicable on the date of the notice of default.

9.9. EDR is entitled to compensate amounts owed to the Contractor as a result of the Agreement with any amount the Contractor owes EDR for any reason whatsoever.

10.0. Transfer of risk and ownership

10.1. The risk in relation to the purchased goods transfers to EDR (i) at the time of delivery in accordance with article 19 and (ii) if EDR confirms the delivery in writing through a duly authorised representative acting on EDR's behalf.

10.2. Ownership is transferred at the time of delivery pursuant to article 19. At the explicit request of EDR, ownership of goods may also be transferred sooner. In these cases, the Contractor is obliged to retain the materials, clearly and legibly labelled as being the property of EDR.

10.3. If, for the purpose of the Agreement, EDR makes available or deems to have made available to the Contractor materials including equipment, machines, components, raw materials and consumables, these materials remain the property of EDR.
The Contractor undertakes to retain control over these materials, clearly and legibly labelled as being the property of EDR. Goods which are the result of combining, mixing or otherwise connected to these materials become the property of EDR from the time this combining, mixing or other connection takes place. The Contractor is deemed to have produced the goods for EDR and holds these goods as EDR property.

10.4. In instances described in articles 10.2 and 10.3, the Contractor is liable for loss of or damage to the materials and goods before delivery. If a third party claims to hold rights over these goods or seizes the aforementioned materials or goods, the Contractor shall inform the third party that EDR is the owner of the materials and/or goods and inform EDR of the claim or seizure at the same time.
EDR is always entitled to change the location of the materials and goods he owns and to access the areas used for this by the Contractor.

11.0. Guarantee

11.1. The Contractor is responsible for supplying goods and services free from defects, and guarantees that the materials are new and unused, have a recent date of production and/or were made specifically for the Agreement, unless otherwise agreed in writing.
In particular, the Contractor ensures compliance with the agreed goods and services specification and, furthermore, that the guaranteed properties and functions are included.
If no specifications are included in the Agreement, the specifications described in the Contractor's product information sheet apply and the Contractor guarantees that the technology of the goods and/or materials is in accordance with the state of the art and with (i) all legal and administrative provisions and other (international) rules, including requirements set by the European Union, (ii) normal usage requirements, (iii) reliability, (iv) lifespan, (v) the provisions regarding health, safety and the environment applicable in the country to which the

goods and/or services are supplied, (vi) the industrial safety and quality standards, and (vii) if applicable, certification regarding the Marine Equipment Directive.
If machinery, equipment or business materials are delivery items, they must comply with special safety regulations applicable to machines, equipment or business materials at the time of delivery/installation/assembly, have CE marking and comply with the ARAB and AREI and/or local legislation.

11.2. The Contractor guarantees that all materials containing goods have effectively been (pre-)registered (or are exempt from the obligation to register them) and, if relevant, are authorised for the use stated by EDR in accordance with the applicable REACH requirements.

11.3. The Contractor must request information about EDR's use of the goods and/or services and guarantee that the supplied goods and/or services are suitable for this use.
The Contractor guarantees that the goods and/or services are complete and are ready for use. The Contractor ensures that all goods, consumables, tools, spare parts, instructions for use, drawings, quality and inspection certificates, materials and instruction manuals (in Dutch and English) required to achieve the aims set by EDR are included with the goods/services, even if they are not stated by name.

11.4. The Contractor must safeguard and maintain the goods internally and externally so that, during the period prior to the start of the guarantee period, no damage or loss can arise which may impair the life span of the goods in any way.

11.5. If the parties have not agreed a guaranteed period, this period is twenty-four (24) months from the delivery date (cf. article 7). This guarantee period is suspended and extended if the supplied goods and/or services are faulty/not in conformity with requirements. A new twenty-four (24) month guarantee period applies to replaced parts and repairs carried out within the guarantee period. Faulty goods, services or components remain the property of and available to EDR until they have been replaced free of defects.

11.6. During the guarantee period, the Contractor guarantees the immediate, free-of-charge repair and/or replacement of the supplied goods, services or components, unless the Contractor demonstrates that the faults of these goods, services or components are fully attributable to EDR.
The Contractor bears all costs, including but not limited to those for materials, transport, shipping and accommodation, assembly and disassembly, and labour costs.
In urgent cases, or in case of delays, EDR may repair defects itself or have them repaired and recover the costs from the Contractor, on the condition that EDR has informed the Contractor of this in advance.
Additionally, in all cases EDR is entitled to compensation for all damage caused by faults/non-conformity, as well as to indemnification from the Contractor against any claims whatsoever from third parties.
In case of serious defects, EDR may also opt to request an adjustment in price or decide that the Agreement shall automatically be dissolved without prior notice being required.
The provisions of this article are without prejudice to the other rights of EDR under the present conditions.

11.7. EDR is entitled to transfer the guarantee in this article 11 to his end client for a product into which the good(s) supplied by the Contractor has/have been incorporated and this client may, accordingly, be entitled to exercise all the rights granted to EDR under the Agreement on the basis of which the goods were supplied to EDR.

11.8. The Contractor may be held liable for ten (10) years for defects which may impair the robustness or functionality of the services performed.

11.9. Pursuant to articles 9.6 and 9.7, EDR is entitled to refuse or suspend payments in case of faults/non-conformity.

11.10. EDR is not obliged to check or inspect the goods supplied and/or services performed immediately.

The Contractor remains fully liable for all loss and damage which may arise during the execution of the Agreement either (i) until written confirmation from a duly authorised representative of EDR, acting in his name, that the delivery has been accepted, or (ii) until the parties have mutually drawn up a record stating that the goods or services are fully compliant.

11.11. The Contractor guarantees that for a period of ten (10) years from supply of the goods and/or services, EDR will be able to purchase spare parts and the maintenance required to maintain these goods and/or services in good condition, or that the Contractor can obtain them on behalf of EDR at competitive prices.

12.0. Labour law matters

12.1. The parties confirm that at no time no part of the Agreement (supply of goods and/or provision of services and/or work) may be taken to mean (1) that the Contractor's employees are employees of EDR; or (2) that the Contractor makes his employees available to EDR by transferring employer authority to EDR within the meaning of the law of July 24th 1987.

12.2. While executing the Agreement, only the Contractor is entitled to act with the authority an employer has over his employees. Only the Contractor is entitled to evaluate, sanction and dismiss the aforementioned employees. The Contractor provides his employees with the necessary safety equipment and bears sole responsibility for personnel management.

12.3. Instructions given within the context of EDR obligations regarding well-being and safety at work are not deemed to be a transfer of the Contractor's employer authority and may be given without restrictions.

12.4. While executing the Agreement, EDR is also entitled to give the Contractor's employees daily instructions regarding the Agreement, in accordance with the company's needs and the proper execution of the services. The appropriate instructions are set out in the Agreement between the Contractor and EDR. This right to issue instructions does not impact the exclusive and full employer authority of the Contractor vis-à-vis the employee.

12.5. The Contractor bears sole responsibility for paying salaries and the applicable social security and fiscal deductions of his employees or - if the Contractor works with a subcontractor - the subcontractor's employees.

12.6. The Contractor guarantees that there are no arrears in relation to his personnel or the subcontractor's personnel. As soon as the Contractor becomes aware of any arrears, he shall inform EDR of these arrears immediately by means of registered letter.

12.7. EDR expressly draws the Contractor's attention to the prohibition on collaboration with employees or subcontractors who do not meet their obligations regarding residence, registration, pay, notification of work sites, etc. as specified in applicable Belgian and European legislation. The Contractor shall ensure that no illegal labour is employed when executing the Agreement.

12.8. The Contractor is obliged to warn EDR if he becomes/is aware of any illegal labour by any subcontractor, as well as to verify possession of an A1 form/Certificate of Coverage and Limosa notification (the "L1") for all international employees or self-employed persons not subject to Belgian social security. If the Contractor knows that his subcontractors do not have the aforementioned L1 form, he shall request an L1 form himself and provide EDR with a copy.

12.9. EDR himself cannot be held liable for any damage as a result of a breach of any of the aforementioned obligations, as these are the express and exclusive responsibility of the Contractor. The Contractor is liable for all damage suffered by EDR and attributable to non-compliance with these obligations.

12.10. If EDR is aware of a breach of one of the aforementioned obligations in this article 12, EDR may terminate the Agreement by means of registered letter with a notice period of fifteen (15) calendar days from the date on which the letter has been registered. The aforementioned termination of the Agreement is enforceable without prejudice to any claims EDR may have against the Contractor for damage caused by loss of profit, fines, and/or other costs.

13.0 Liability and insurance

13.1. The Contractor must pay for any damage caused by him, his employees, his agents, his subcontractors or subcontractors' employees, or the goods and/or services themselves, as a consequence or on the occasion of the Agreement.

13.2. The Contractor is liable for the management, use and monitoring of materials, tools, workshops etc. which EDR makes available to him and must return these in the same condition as they were received. In case of damages or loss, EDR reserves the right to charge for repairs or replacement.

13.3. The Contractor holds EDR harmless and protects and indemnifies it and its managers, agents, employees, Contractors, successors and affiliated companies and successors in title against any and all third-party claims, including but not limited to damage which is caused by the end product made from the supplied goods or services provided, but which is attributable to a fault in these goods or services supplied to EDR by the Contractor.
The scope of application of these obligations is extended to any and all costs incurred by EDR as a consequence of third-party claims, such as but not limited to fines, penalties, lawsuits, claims, liabilities, judgements, costs and expenses (including costs for lawyers).

13.4. Except in cases of its willful misconduct or gross negligence or that of its employees, EDR is not liable for loss of or damage to equipment, objects or materials belonging to the Contractor or his employees or subcontractors.

13.5. At the Contractor's own cost, he must insure himself sufficiently against damage for which he or his subcontractors or employees are liable. For this purpose, Contractor shall obtain and maintain an insurance covering his civil liability both during and after completion of the works for a minimum of two million (2,000,000) euro per accident.
At the request of EDR, the Contractor shall produce his insurance policies and evidence of payment without undue delay.
The Contractor hereby waives all rights to revenue from insurance claims, insofar as this relates to damage for which the Contractor is liable towards EDR.

13.6. The Contractor's contractual and statutory liability is not affected by the scope and amount of his insurance coverage.

13.7. In accordance with local/applicable legislation, the Contractor must have sufficient accident insurance in place for his employees, waiving his right of recourse to EDR, for providing services in buildings / sites / factories / workshops. The Contractor's waiver of the right of recourse must be included in the policy by his insurer.
Furthermore, the Contractor ensures that his subcontractors, in accordance with local/applicable legislation, conclude sufficient accident insurance for their employees, waiving their right of recourse to EDR, and have a declaration of this waiver recorded in their policy by the insurer.

13.8. Except in cases of its willful misconduct or gross negligence or that of its employees, EDR is not liable for any damage incurred by or relating to non-performance or improper or untimely performance of the Agreement, or breaches of any contractual or non-contractual provision.

14.0. Termination, annulment

14.1. EDR may immediately and unilaterally terminate the Agreement at any time by means of registered letter or e-mail, provided he compensates the Contractor for what he has already reasonably executed or supplied. For consequential damage, such as loss of profit, no compensation is required to be paid.

14.2. If the Contractor fails to comply with one of his main contractual obligations, EDR may dissolve the Agreement and all ongoing and/or placed orders automatically by sending a registered letter, without prejudice to EDR's right to compensation.

This also applies if the Contractor is declared bankrupt, files for bankruptcy, applies for a suspension of payment, ceases its business activities, liquidates his activities, has his licenses withdrawn, a significant proportion of his shares or goods intended for executing the Agreement are seized, or the Contractor transfers his company to a third party or parties.

14.3. If the Agreement is terminated by EDR, the Contractor must, at his own cost and regardless of the reason for termination:

- promptly provide EDR with all documents, administration, plans or drawings he received from EDR in the context of or for the purpose of fulfilling the Agreement;
- promptly dismantle his equipment and tools and remove them from the buildings/sites/factory of EDR. Any pollution or debris caused by the work of the Contractor must be removed by the Contractor without delay and in an appropriate manner. If the Contractor does not meet his obligations in this regard, EDR may carry out this work himself or have it carried out by a third party and invoice the Contractor for the costs incurred by doing so.

EDR is entitled to withhold payments until the Contractor has complied with the consequences of termination as specified in this article 14.

15.0. Discontinuation or change of production

15.1. The Contractor informs EDR in good time of any changes which may impact the quality or specifications of goods and/or services ordered. Such changes may relate to, but are not limited to:

- the origin of the goods (due to a change or otherwise);
- changes to, or problems with, production installations;
- the production process;
- the raw materials used to manufacture the goods.

In the case of such a change, the Contractor shall provide EDR with a sample within a reasonable period and before the scheduled delivery and shall only proceed to supply the goods once he has received formal written confirmation from EDR.

15.2. If the Contractor does not inform EDR in good time of a change as described above, EDR is entitled to refuse supply of such goods and/or to claim compensation from the Contractor for non-conformity of goods supplied.

15.3. If the Contractor plans to stop the manufacturing of goods he delivers, the Contractor shall inform EDR of this at least twelve (12) months in advance. At the same time, the Contractor informs EDR of new products and options for replacing these goods.

16.0. Documents

16.1. All preparatory documents, drawings and/or drafts required for the goods and/or services shall be provided by the Contractor, at the request of EDR, for checks prior to delivery or at a time indicated in the Agreement. The Contractor must provide all cooperation that is necessary for this purpose.

16.2. Review of any documents by EDR is without prejudice to the Contractor's responsibility as regards the completeness, correctness or feasibility of such documents or the delivery's conformity, the Contractor’s liability for shortcomings in the delivery, and EDR's rights under the present conditions and the law.

17.0. Tests and checks

17.1. While the Agreement is being executed by the Contractor, EDR is entitled to carry out any sort of check at any time. For this purpose specifically, once prior notice has been given EDR is

entitled to access the premises of the Contractor and visit installations and facilities relevant for the execution of the check.

17.2. The Contractor and EDR each bear their own costs in connection with carrying out such checks.

17.3. These checks do not constitute a waiver of any contractual or statutory right held by EDR.

18.0. Contractor's commitments and access to buildings/sites/factory/workshops

18.1. Before commencing the delivery of goods and/or services or beginning activities, the Contractor must familiarise himself with the circumstances in the buildings / sites / factory / workshops where the work is to be carried out/to which goods are to be delivered and which may impact compliance with these obligations. All costs relating to delays in the execution of the Agreement or other costs caused by circumstances mentioned above are at the cost and risk of the Contractor.

18.2. At all times, the Contractor and any subcontractors are obliged to:

- carry out the work expected of them in a proper and reliable manner and in accordance with the provisions of the Agreement;
- ensure, in principle, the presence of his representatives in the buildings/sites/factories/workshops during working hours;
- have the documents required by law and to provide these upon the first request of EDR;
- comply strictly with his obligations towards the personnel involved in the work;
- provide a copy of a recent declaration regarding their payment behaviour with regard to social and tax obligations upon the first request of EDR;
- refrain from submitting quotes or orders to EDR's clients regarding extensions or changes to the work of EDR;
- indemnify EDR against all claims, for whatever reason, from personnel they have engaged and/or family members or such personnel, save in cases of intent or gross negligence of the responsibilities of EDR and/or management which can be identified with EDR, and to have suitable insurance in place against such liabilities.

18.3. The Contractor ensures that the personnel he employs in the buildings/sites/factory of EDR wear industrial clothing with the company's name clearly visible, as well as personal protective equipment.

18.4. The Contractor ensures that his presence and the presence of his personnel in the buildings / sites / factory of EDR will not prevent EDR's work, that of his client and of third parties, from being carried out without interruption.

18.5. The agreed work will be carried out during EDR's normal working hours.
Work is only permitted to be carried out outside EDR's normal working hours with the prior permission from EDR. The associated additional costs to EDR or his clients shall be borne by the Contractor.

18.6. All storage of materials in the buildings/sites/factory is at the cost and risk of the Contractor and is only permitted after having obtained prior written permission from EDR. The Contractor may not store more material in the buildings/sites/factory of EDR than is necessary, in the view of EDR, for complying with the Contractor's obligations.

18.7. Taking into account all relevant legal provisions and EDR's own rules and regulations regarding safety, health and the environment, the Contractor is obliged to ensure (i) that work is carried out in such a way as to ensure the safety of everyone in the buildings/sites/factory of EDR and that their health is protected, and (ii) that the spaces, equipment and tools in or with which the Contractor carries out work are set up and maintained/handled in such a way as is reasonably necessary to prevent anybody suffering injury while working, and (iii) that measures will be taken and instructions given for carrying out the work. In that respect, the Contractor guarantees that he only uses machines, equipment and other materials certified/approved in

Belgium. A copy of EDR's safety provisions and rules regarding safety, health and the environment shall immediately be provided by EDR to the Contractor upon request.

18.8. The Contractor guarantees that at all times his personnel shall strictly comply with the legal provisions and EDR's provisions and rules regarding health, safety, and the environment.

18.9. EDR is entitled to deny personnel working for the Contractor access to his buildings/sites/factory and/or to remove them from his premises if the provisions and rules stipulated in this article are not complied with. In that case, the Contractor is obliged to replace them immediately.

18.10. At all times, the Contractor must ensure that his waste, including chemical waste, and packaging is removed. With regard to the removal of chemical waste, the Contractor undertakes to produce a declaration as often as is necessary with the details of toxic substances in the product to be removed.

The Contractor shall immediately provide EDR with a copy of his waste certificate, which he submits in accordance with existing Belgian legislation. These are sent by email to the client and to general@edr-antwerp.eu.

The Contractor is liable for, and indemnifies EDR against, all loss or damage which EDR or a third party may suffer and which is caused by a failure of the Contractor to remove his own waste or by his incomplete, improper or untimely removal of such waste.

18.11. The Contractor is not entitled to store and/or use substances which are dangerous and/or damaging to health within the buildings/sites/factory of EDR unless EDR has agreed to this in advance.

If required by EDR, storage must comply with applicable statutory rules at all times.

The Contractor is liable for, and indemnifies EDR against, all loss or damage which EDR or a third party may suffer and which is caused by the storage, use, distribution, generation and/or improper packaging of substances which are dangerous and/or damaging to health.

18.12. For the application of this article, EDR personnel are considered as a third party.

18.13. The Contractor confirms and guarantees that he, his managers, agents or employees have not offered, promised, given, authorised, requested or accepted (or suggested that he will or can do so in the future) any undue monetary or other advantage, and that he has taken reasonable measures to prevent subcontractors, agents or third parties which are under his control or over which he has a decisive influence from doing so.

If the Contractor fails to comply with this obligation, EDR is entitled to terminate the Agreement immediately by means of written notification given by registered letter or e-mail. Such termination is without prejudice to the EDR's rights to claim full compensation for damage suffered.

19.0. Conformity with regulations and procedures

19.1. The Contractor holds all authorisations and permits required by law, including maritime law, to execute the Agreement. The Contractor provides a copy with his legally required authorisations and licenses together with the quote. The Contractor immediately informs EDR of any changes. If the work to be carried out relates to immovable property, the Contractor must be registered in Belgium.

If problems arise here as a result of negligence on the part of the Contractor, EDR reserves the right to terminate the Agreement by operation of law, and to reclaim the costs and any fines paid by EDR.

19.2. The Contractor and (subordinate) third parties acting on the Contractor's instructions are required to comply with the following:

- all statutory health, safety, and environmental regulations;
- the procedures and instructions of EDR in the context of health, safety, and the environment.

The Contractor ensures that his presence and that of any (subordinate) third party acting on his instructions does not hamper/delay the activities of EDR or third parties on the site, in the buildings, and in the factories of EDR.

19.3. If the Contractor carries out activities or performs services, EDR requests the Contractor to provide a certificate showing the social and tax obligations and salary payables by the Contractor and/or his (sub)contractors, without prejudice to EDR's rights and obligations in the context of legislation governing several liability for social and tax liabilities and salary payables of a (sub)contractor.
If necessary, EDR reserves the right to terminate the Agreement with immediate effect and without cost and to reclaim all costs and fines which EDR may have had to pay as a result of the aforementioned legal system or several liability for social and tax liabilities or salary payables of the (sub)contractor from the Contractor.

19.4. The Contractor confirms that he will draw up an EC conformity declaration and apply EC/CE marking if this is required.

20.0. Non-competition and non-recruitment

20.1. For the period of the Agreement, and for a period of three (3) years following the termination or expiry thereof, the Contractor shall not contract with the clients of EDR, directly or indirectly, nor shall he offer these clients the provision of services similar to the services performed under the Agreement by the Contractor. This obligation is limited to the provision of such services worldwide.

20.2. For the period of the Agreement, and for a period of one (1) year thereafter, the Contractor shall not recruit any employees of EDR involved in the order/arrangement/transaction under the Agreement without the express written permission from EDR. EDR decides whether or not to grant such permission at his own discretion. If an employee is no longer an employee of EDR, the Contractor may recruit this employee from one (1) year after the end of such work.

20.3. The Contractor ensures that his directors, managers, agents, persons responsible, employees and subcontractors are bound by the same obligations.

20.4. If the Contractor, his directors, managers, agents, persons responsible, employees or subcontractors breach the non-competition and/or non-recruitment article, the Contractor indemnifies EDR by paying a flat-rate compensation of one hundred thousand (100,000) euro for each breach, without prejudice to EDR's rights to claim full compensation for damage suffered.

21.0. Intellectual property rights

21.1. The Contractor guarantees that the supply of goods and/or provision of services and use thereof on the part of EDR in accordance with the Agreement does not violate the patent rights, copyright or other property rights of third parties.
The Contractor indemnifies EDR against all third-party claims for which EDR may be held liable as a result of a violation of the aforementioned property rights.
The Contractor bears the cost of all license fees, costs and compensation incurred by EDR to prevent and/or rectify any violations of property rights.

21.2. If the supply of goods and/or provision of services is subject to intellectual property rights, EDR and his affiliates obtain a right of use by means of an irrevocable, non-exclusive, worldwide and permanent license, free of charge.

21.3. All intellectual property rights arising from the execution of the Agreement by the Contractor or (subordinate) third parties acting on the instructions of the Contractor accrue to EDR.
Upon EDR's request, the Contractor will do everything necessary to obtain and ensure these rights. Remuneration for obtaining such property rights is included in the price specified in article 9.

22.0. Confidentiality

22.1. The Contractor must keep confidential all technical, scientific, commercial and other information obtained, directly or indirectly, within the scope of application of the Agreement, including all information stated in the order or Agreement. The Contractor may not use such information for commercial purposes, make it the subject of intellectual property rights, transfer it in any way or make it accessible to third parties, or use it for a purpose other than the execution of the Agreement. Furthermore, the Contractor shall neither make copies nor carry out a structural or other analysis, nor measure the properties or composition, of any samples or any part of the confidential information, unless doing so is strictly required for the scope of application of the Agreement.

22.2. All models, samples, drawings, information, materials and other information and documents provided to the Contractor by EDR, or which the Contractor produces or develops on the instruction of EDR, remain the property of EDR, are not communicated to third parties by the Contractor, and are only used for the execution of the Agreement.

22.3. This obligation of confidentiality is subject to any obligations to disclose which are statutory, judicial or official in nature.
The Contractor imposes the same obligation of confidentiality upon his employees and (subordinate) third parties which obtain their instructions from the Contractor for the purpose of executing the Agreement.

22.4. More specifically, the Contractor takes all required, suitable precautions and measures to effectively protect confidential information from loss or unauthorised access at all times.
The Contractor immediately informs EDR in case of loss of or unauthorised access to the confidential information.

22.5. Without the prior written permission from EDR, the Contractor does not refer to EDR in his publicity and advertising material or in any other way.

22.6. If the Contractor does not meet his obligation of confidentiality, the Contractor must indemnify EDR by paying a flat-rate compensation of one hundred thousand (100,000) euro for each breach, without prejudice to EDR's rights to claim full compensation for damage suffered.

23.0. Force Majeure and Hardship

23.1. If a party is prevented from executing the Agreement in whole or in part as a result of Force Majeure or circumstances beyond his control, he is entitled to suspend his obligations without judicial intervention. This does not entitle the other party to any compensation. If the instance of force majeure exceeds one(1) month, the other party is entitled to terminate the Agreement without owing compensation.

23.2. Under this article, all circumstances which are not subject to the reasonable control of the parties under the law or as generally accepted are considered to be Force Majeure, including but not limited to: government actions, war, riots, strikes, lock-outs, fires, disruptions to machinery, inadequate supply of raw materials or energy, exceptional climate conditions, industrial conflicts or any other circumstance which is not subject to the control of a party and which prevents the normal production or dispatch of goods. This list is by way of example and is non-exhaustive.

23.3. The Contractor and EDR irrevocably waive their right to invoke hardship as provided for by article 5.74 of the (new) Belgian Civil Code.

24.0. Import and export controls

24.1. The Contractor complies with all applicable export and import controls, rules, regulations and trade embargo laws.

24.2. If the supply of goods by the Contractor, or any subsequent re-export/re-shipping (to the location as communicated to the Contractor in writing by EDR) requires a permit or license from a regulatory authority or other import or export authorisation, the Contractor shall secure such

licenses and other authorisations before supplying the goods. The Contractor shall hold all necessary import and export licences at all times.

24.3. The Contractor provides EDR with all information necessary to evaluate the import and export of goods, including any conditions and restrictions imposed by regulatory authorities which may impact the right to use or re-import/re-ship the goods.
If at any time before or after delivery the Contractor becomes aware of a change to the conditions or restrictions affecting the use or re-shipping/re-export of the goods, the Contractor informs EDR of this immediately in writing and provides EDR with all information reasonably required to evaluate the new conditions and restrictions of use and re-export/re-shipping which apply to the goods.

25.0. REACH

25.1. The Contractor guarantees that the goods and substances of which the goods are comprised, are produced in or imported into the European Economic Area in accordance with the REACH regulation regarding the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) 1272/2008/EC and all future adjustments and additions to these regulations.

26.0. Ethical purchasing policy

26.1. EDR carries out his activities in line with an ethical purchasing policy and ethical practices and expects that the Contractor also adheres to this policy and these practices.

26.2. Specifically, the Contractor shall ensure that his employees or representatives refrain from any act of fraud, corruption or conflict of interest, and do not take any action or adopt an attitude that could distort or restrict competition. In the event of an infringement, EDR would have the right, unless the law stipulates otherwise, to cancel the Agreement if he thinks fit by giving notice by ordinary mail and without action through the courts, or to have the Agreement fulfilled by the legal successor under the conditions of the Agreement, without prejudice to any compensation or interest. If the case arises, the Contractor shall indemnify EDR against any possible negative consequences of remaining in default, including any fees of legal counsel.

27.0. Relationship between the parties

27.1. The Contractor is solely liable for his operational costs and solely bears the risk with regard to his company. The relationship the Contractor has with EDR is that of an independent contractor, and no provisions of the Agreement shall be interpreted to mean that the parties have agreed to establish a company, association or joint venture, or that the Contractor has become an employee of EDR.

27.2. The Contractor is solely liable for the employment, supervision and management of his employees.

27.3. The Contractor is not competent, and has no authority, to conclude a contract or represent, make a promise, share information or offer a guarantee on behalf of EDR or to bind EDR in any other way except with the express prior written permission from EDR.

28.0. Transfer and subcontracting

28.1. The parties are not entitled to transfer their rights or obligations under the present conditions in whole or in part to a third party without the prior written permission from the other party. Such a transfer without the prior written permission from the other party is considered invalid. However, EDR is entitled to transfer the Agreement with the Contractor to one of its affiliates free of charge.

28.2. The Contractor is only entitled to outsource part of the execution of the Agreement to third parties and may only call upon the services of a subcontractor after prior written approval from EDR.
The Contractor's outsourcing or subcontracting of his obligations to third parties does not in any case free the Contractor of any obligation or liability under the present conditions arising from the order being placed with the Contractor.

29.0. Personal data

29.1. Both EDR and Contractor undertake to comply with the current applicable international and national privacy legislation, e.g. (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR); and (ii) the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data; and (iii) other applicable legal obligations regarding data protection and privacy.

29.2. EDR shall only request the personal data of the Contractor that are necessary for the purpose of its processing. The Contractor grants EDR consent to include the personal data in an automated data file. These data shall be used and processed in accordance with the privacy policy of EDR (to be consulted at https://edr-antwerp.eu/privacy-policy/). The Contractor authorises EDR to transfer these data to third parties (including but not limited to its subcontractors) for the purpose of performance of the Agreement.

29.3. As the case may be, the Parties shall take all necessary measures to protect the other party's personal data.

29.4. The Contractor may request access to, rectification, erasure, restriction of processing and portability of its data at any time:
- by mail: EDR NV, Industrieweg 11, 2030 Antwerp, Belgium.
- by email: info@edr-antwerp.eu.