

General purchasing conditions - CWS Hygiene Belgium N.V., CWS Workwear Belgium N.V. and CWS Cleanrooms België NV. / CWS Cleanrooms Belgium N.V. Version 13/08/2024

## 1. Definitions

In these General Conditions of Purchase (hereinafter: the "Conditions") the following definitions are used:

- 1.1. CWS: CWS HYGIENE BELGIE NV, limited liability company under Belgian law, registered in the Belgian Crossroads Bank for Enterprises under number 0423.205.456, with its registered office at 2600 Antwerp (Belgium), Berchemstadionstraat 78, and/or CWS WORKWEAR BELGIE NV, limited liability company under Belgian law, registered in the Belgian Crossroads Bank for Enterprises under number 0403.828.420, with its registered office at 2600 Antwerpen (Belgium), Berchemstadionstraat 78, and/or CWS Cleanrooms België NV, naamloze vennootschap naar Belgisch recht, ingeschreven in de Belgische Kruispuntbank van Ondernemingen onder het nummer 0436.226.222, with its registered office at 2600 Antwerp (Belgium), Berchemstadionstraat 78, as well as all legal entities and companies associated with (one of) the aforementioned companies in a group within the meaning of article 1:20 of the Belgian Companies and Associations Code (WVV).
- 1.2. Contractor: CWS' contracting party to a Contract, expressly including auxiliary persons engaged by CWS.
- 1.3. Auxiliary persons: the third natural or legal persons charged on behalf of the Contractor with the delivery of Goods and/or Services or with the performance of the agreed work.
- 1.4. Offer: an offer, whether or not requested by CWS, made in writing by the Contractor with regard to the Order.
- 1.5. Assignment: the supply of Goods and/or performance of Services commissioned by CWS to the Contractor.
- 1.6. Contract: the agreement that comes into being after acceptance of the Assignment (including, but not limited to: contracts for the supply of Goods and/or Services in the broadest sense of the word and contracts for contracting work).
- 1.7. Goods: the tangible objects subject to human control which are offered to CWS by the Contractor as part of an Assignment.
- 1.8. Services: any work performed or to be performed for CWS by or on behalf of the Contractor pursuant to an Order.

## 2. Applicability

- 2.1. These Conditions apply to all Assignments, form part of all Contracts between CWS as client and Contractor and apply to all related (legal) acts of CWS and Contractor.
- 2.2. Applicability of the Contractor's conditions, or other (sales) conditions, is expressly rejected by CWS, unless written acceptance of the conditions in question by CWS.

## 3. Conclusion of contract

- 3.1. The Contract between CWS and the Contractor will be established after CWS submits a written Assignment to the Contractor and this Assignment is confirmed in writing to CWS by the Contractor. As long as the Contractor has not confirmed the Assignment in writing, CWS has the authority to withdraw the Assignment free of charge. In that case, CWS will in no way be liable for damages towards the Contractor or its Auxiliary Persons.
- 3.2. A single Offer will not bind CWS.
- 3.3. Unless the Parties have agreed otherwise in writing, CWS will owe no costs to the Contractor in connection with the Offer made by the Contractor.

## 4. Prices and payment

- 4.1. Unless the parties have agreed otherwise in writing in the Order Confirmation or Agreement, all amounts on invoices shall be stated in Euros.
- 4.2. The invoices will be sent electronically by the Contractor to the e-billing e-mail address(es) specified in the Assignment Confirmation or Agreement. In case of delivery of Goods and/or Services, the Contractor will further state the applicable PO number and Cost Center as specified by CWS on its invoices.
- 4.3. Payment by CWS shall be made within 60 (sixty) calendar days of CWS' receipt of the invoice, unless otherwise agreed in writing. The period shall not commence until after the Contractor has performed the Order.
- 4.4. Discounts will be calculated from the date of receipt of the Goods and/or Services provided by the Contractor or from the invoice date, if the latter date is after the former.

## 5. Delivery and execution

- 5.1. The Contractor shall perform Contracts as may be expected of a competent professional contractor including consideration of the reasonable expectations and interests of CWS.
- 5.2. Except with the prior written consent of CWS, the Contractor will not use the services of Auxiliary Persons or other (legal) persons in the performance of the Order. When engaging the services of third parties, the Contractor will exercise due care. Regardless of the engagement of third parties, Contractor remains fully liable for the performance of the Order.
- 5.3. Contractor is obliged to declare all obligations arising for Contractor from the Assignment, including these terms and conditions, applicable to all agreements which Contractor enters into with third parties in the context of the Assignment.
- 5.4. The Contractor shall, at its own expense and risk, apply for the permits and/or exemptions required for the performance of the Order.
- 5.5. The delivery dates specified in the Contract shall be considered expiry dates. If the delivery period is exceeded, the Contractor will be in default without further notice of default and the Contractor will also owe CWS an immediately payable penalty equal to 2% (two percent) of the then outstanding order amount (to be set off in the form of a discount on the Contractor's invoice). If an overrun of the delivery period is imminent, the Contractor must notify CWS immediately in writing, stating the reason. This will not affect any consequences of this exceeding.

## **6. Warranty**

6.1. Without prejudice to any statutory and/or eventual conventional guarantees on the Goods and/or Services supplied, the Contractor guarantees that the Goods, Services supplied and his business operations comply with the Contract, with the generally applicable standards and with the regulations applicable by or pursuant to law or treaty relating to corporate social responsibility.

6.2. Corporate Social Responsibility concerns, but is not limited to, taking into account the effects of its business operations on people, the environment and society, by observing human rights at all times, reducing CO2 emissions, ensuring fair business practices, treating personnel properly and ensuring safe (working) conditions.

6.3. CWS is entitled to inspect the Contractor's business operations if, in CWS' judgment, there is cause to do so. The Contractor will cooperate where necessary.

## **7. Intellectual property**

7.1. All (claims to) intellectual property rights (IP rights) relating to any result arising from the Contract will be the property of CWS, unless otherwise agreed in writing. The Contractor will transfer these (claims to) IP rights - insofar as necessary - to CWS free of charge. Upon first request, the Contractor will cooperate in effecting the transfer free of charge.

7.2. A result as referred to in paragraph 1 of this article means everything that is created within the framework of the Contract, regardless of whether the Contractor makes use of any contribution by CWS or its affiliated companies and/or third parties.

7.3. As far as possible, the Contractor will waive all possible moral rights to any copyright works created in the context of the Agreement.

7.4. Unless otherwise agreed in writing, the Contracted Party will not retain or acquire any right of use in respect of any result of the Agreement.

7.5. CWS expressly reserves the copyright in any work disclosed to the Contractor under the Agreement.

7.6. The Contractor guarantees that the purchased Goods and accessories as well as the Services provided and all that accompanies them or results from them are free of all special charges and restrictions that could interfere with the free use thereof by CWS, such as but not limited to patent rights, trademark rights, model rights or copyrights, and indemnifies CWS against all claims of third parties in this regard.

7.7. In the event of claims by third parties, the Contractor will make every effort, in consultation with CWS, to ensure that CWS can continue the undisrupted use of the deliverable.

7.8. In the event of third party claims to which the above-mentioned obligation to indemnify applies, the Contractor will compensate all CWS's damages, of whatever nature or cause, including legal costs, including reasonable attorney's fees for conducting legal proceedings.

## **8. Liability and insurance**

8.1. The Contractor will be liable for all damages, of whatever nature or cause, whether direct, indirect or consequential, suffered by CWS and/or third parties as a result of any failure to perform the Contract and/or as a result of wrongful acts or omissions on the part of the Contractor or Auxiliary Persons.

8.2. The Contractor will indemnify CWS against any claims by third parties for damages suffered by these third parties as a result of the Contractor's performance of the Contract and/or the use or application of the Goods or Services provided by the Contractor.

8.3. CWS can only be liable for damages suffered by the Contractor as a result of intent, gross negligence or, except in cases of force majeure, for shortcomings attributable to CWS in respect of essential obligations which are the subject of the Contract, to the extent that compliance by CWS is no longer possible.

8.4. The Contractor shall be adequately insured from the time of entering into the Agreement for the performance of the Agreement and shall maintain adequate insurance during the performance of the Agreement.

8.5. The Contractor will not change the insured amount and policy conditions during the performance of the Agreement to the detriment of CWS, unless CWS has given its written consent.

8.6. Any insurance necessary in connection with the performance of the Agreement, including in any case a market-compliant corporate liability insurance policy, which the Contractor does not already have, the Contractor will take out at least for the period of performance of the Agreement.

## **9. No lapse of right**

Any failure on the part of CWS to comply with any obligation under the Contract, or any failure on the part of CWS to apply or exercise any right under the Contract, will never lead to the forfeiture or waiver of any right on the part of CWS and will not affect the obligations incumbent on the Contractor under the Contract.

## **10. Confidentiality**

10.1. The Contractor will be obliged to keep confidential all information originating from CWS and information coming to his knowledge or developed within the framework of the Agreement. The Contractor is prohibited from using said information for his own use or use by third parties. The Contractor will be obliged to impose this duty of confidentiality on persons involved in his company, such as his employees, appointees, workers and auxiliary personnel, and the Contractor will guarantee and ensure that the aforementioned confidentiality will not be breached by these persons.

10.2. A Party shall not or no longer be bound by the provisions of the first paragraph of this article with respect to information:

a. which it can prove was already in its possession at the time such information was made available to it or that it subsequently received it from a third party, provided that it is established that such party or the third party did not obtain the information through an act or omission of a party in violation of the provisions of the Agreement and/or the Conditions;

b. of which it can prove that it developed it independently, entirely independently of the information which it obtained in the performance of the Agreement; and

c. which it can prove is already of public knowledge at the time the information was made available or has subsequently become of public knowledge, other than as a result of any act or omission of the party receiving the information.

10.3. If the Contractor and/or Auxiliary Persons violate the duty of confidentiality, the Contractor will owe CWS immediately payable compensation of EUR 10,000.00 as well as an additional EUR 2,000.00 for each day that the violation continues, without prejudice to CWS's right to claim higher compensation if its damages would exceed the stipulated compensation.

## **11. Privacy**

11.1. If CWS and the Contractor process personal data in connection with the performance of the Agreement, they will comply with the applicable regulations on privacy and data protection.

11.2. Insofar as CWS processes personal data, its privacy policy will apply. This privacy policy will be attached as an appendix.

## **12. Suspension and dissolution**

12.1. CWS has the right to suspend its obligations under the Contract or - after prior notice of default - to dissolve the Contract, in whole or in part, by means of a written declaration, if and as soon as the Contractor does not, does not in a timely manner or does not adequately comply with any obligation towards CWS, as well as in case of suspension of payment or bankruptcy of the Contractor, attachment of (part of) his company property or Goods intended for the execution of the Contract and shut down or liquidation of his company.

12.2. If CWS invokes Article 12.1 of these Conditions, it will only be liable to compensate the Contractor for the pro rata price for the Services or Goods already provided, but only insofar as CWS actually benefits from the Services provided and/or CWS wishes to retain the Goods provided, without prejudice to CWS's right to compensation for damages under the law or these Conditions.

## **13. Other**

13.1. Any provision of these Conditions is truly willed by the parties and does not create an (apparent) imbalance between the rights and obligations of the parties.

13.2. The invalidity or unenforceability of any provision or clause of these Terms shall not invalidate or render unenforceable any other provision or clause of these Terms or the Terms as a whole. In the event that the validity or enforceability of any provision or clause of these Terms is questioned or challenged, CWS and the Contractor undertake to do what is reasonably necessary or expedient, including the restatement of the relevant provision or clause in order to ensure, in a legal manner, that such provision or clause remains in full force and effect, or to replace such provision or clause with any other provision or clause which, economically, has the same effect for both parties, unless such invalidity or unenforceability of the provision or clause in question would destroy the cause or balance of these Terms.

13.2. The Contract and these Conditions, as well as any relationship between CWS and the Contractor, are governed exclusively by Belgian law, to the exclusion of the Vienna Sales Convention.

13.3. Only the Dutch-speaking Courts in Brussels are competent to hear disputes between CWS and the Contractor regarding the Contract and/or Conditions.