

# General terms and conditions for rental, Maintenance and services as of 1 June 2021

## General terms and conditions

Between the undersigned, CWS Workwear België NV, with registered offices at Berchemstationstraat 78, B-2600 Berchem, RPR 0403828420 (Antwerp Commercial Court - Antwerp Division), VAT number BE 0403 828 420, hereinafter referred to as "CWS Workwear België NV" and the Customer, whose full details are included in the special (or Customer-specific) conditions, hereinafter referred to as the "Customer", these general terms and conditions apply. These, together with the special terms and conditions, form the entire agreement between CWS Workwear België NV and the Customer, hereafter called "the Agreement".

## Article 1: Purpose of the Agreement

### 1.1. Rental and maintenance

CWS Workwear België NV rents the following items to the Customer: workwear with or without open-access lockers, flat linen and other items, as mentioned in the special terms and conditions, and/or is responsible for the maintenance thereof.

These general terms and conditions apply to requests, quotes and estimates of CWS Workwear België NV, as well as to Agreements concluded with CWS Workwear België NV. The latter expressly rejects the application of any of the Customer's terms and conditions, or any other (general) terms and conditions, unless such terms and conditions are accepted in writing by CWS Workwear België NV.

### 1.2. Modalities of service per item

CWS Workwear België NV is responsible for purchasing the clothing, restocking for the existing and new staff members, the weekly deliveries and collections, washing, drying, folding, repairs and replacements, the personalization with barcode (and with logo if desired by the Customer), as well as the packaging of the workwear.

A set of clothing is allocated for each wearer. This set includes at least 3 items of clothing (1st subscription) to allow a weekly change of clean clothes, i.e.: 1 item in use, 1 item in the wash and 1 item to start the third week. For every additional change, 2 additional items of clothing (supplementary subscription) are included.

CWS Workwear België NV reserves the right to make changes to the design of the rental garments, without prejudice to their essential functional properties. CWS Workwear België NV will, with respect to the maintenance of safety clothing, follow the instructions of the suppliers in order to comply with the applicable safety standards and will ensure that the sought qualities of the garments are preserved. When new staff members are recruited, CWS Workwear België NV undertakes to provide the necessary workwear. When a member of staff leaves, the Customer undertakes to return all the rented outfits of the leaving member of staff to CWS Workwear België NV within six (6) weeks. The Customer must keep CWS Workwear België NV closely informed of any recruitment or departure of staff members who make use of the workwear.

Up to six (6) months prior to the end date of the Agreement, the Customer is entitled to reduce the agreed number of garments and the services to be rendered in this connection. If the Customer wishes to reduce the agreed number of garments and the services to be rendered in this connection within six (6) months prior to the final date of the Agreement, Article 5.6 shall apply. However, the rented quantities may not fall below 90% of the weekly value based on the first complete delivery. If the number of garments per item type has been increased during the course of the Agreement, the reduction may not lead to a drop below 90% of the highest weekly value after the first full delivery.

If the number of rented garments is reduced at the Customer's request, the compensation to be paid by the Customer for the garments still in use and the services to be rendered in this connection will be reduced in proportion to the reduction in the number of garments per item type requested by the Customer. The reduction of the compensation to be paid by the Customer will take effect thirty (30) days after the end of the month in which the reduction takes place, provided that the Customer has actually returned the garments concerned to CWS Workwear België NV. For the sake of clarity, CWS Workwear België NV always reserves the right to charge the Customer an amount of 90% of the originally agreed weekly value, or the increased weekly value, until the end of the Agreement.

If, as a result of one or more reductions, the number of garments falls below 90% of the originally agreed weekly value, or the increased weekly value, then the Customer is also obliged to compensate CWS Workwear België NV for the residual value of the garments concerned - no longer used - which bring the total purchase below 90% of the weekly value, in accordance with the calculation included in Article 5.6.

The Customer is not entitled to reduce the number of garments in the agreed weekly value on the first complete delivery if these garments have been modified or manufactured by CWS Workwear België NV on the instructions of the Customer, unless the Customer compensates CWS Workwear België NV for the residual value (calculated as mentioned in Article 5.6) of the garments that it no longer wishes to use.

With regard to the Customer's logos, CWS Workwear België NV is at all times entitled, without the prior consent of the Customer, to additionally order and keep in stock fifteen (15) items (where it concerns digitally printed logos) and twenty-five (25) items (where it concerns all other types of logos) in order to be able to immediately add logos to restocked garments, replacements and size changes of garments that are rented out to the Customer. The number of logos to be ordered shall in no case exceed a maximum of twenty (20) percent of the number of garments in circulation at the Customer's that will have the logos placed on them. The costs involved in ordering additional logos are at the Customer's expense and will be charged to the Customer on the basis of the prices stated in the special terms and conditions.

CWS Workwear België NV takes care of the supply of open-access lockers and their maintenance, as well as the distribution of the clothing in circulation in the open-access lockers that are rented out by CWS Workwear België NV.

### 1.3. Inventory of the items

An inter parts inventory will be drawn up of the rented items that are on the Customer's premises, at least at the beginning and at the end of the Agreement, and whenever CWS Workwear België NV or the Customer deems it useful. The inter parts inventory when returning items is a measure for the Customer's benefit and serves as proof of the quantities returned. If there is no inter parts inventory when returning items, the count done by CWS Workwear België NV serves as proof of the quantities returned. Missing garments will be charged to the Customer by CWS Workwear België NV at the residual value calculated as provided for in Article 5.6.

For flat linen, the Customer will receive an annual summary of usage. If, when an inventory is being drawn up, it appears that there is a shortfall in the stock of more than 5% of the expected figure (taking into account the previous inventory and the usage since the previous inventory), CWS Workwear België NV will be entitled to charge the Customer the residual value (calculated in accordance with Article 5.6) for the quantities that exceed the 5%.

### 1.4. Rotation schedule and delivery frequency

CWS Workwear België NV will take care of maintenance, repair, cleaning and/or replacement of items in accordance with the rotation schedule set out in the special terms and conditions. If the Customer wishes to be supplied on specific days and at specific times, CWS Workwear België NV is entitled to charge additional costs to the Customer for this.

If it is agreed in writing that CWS Workwear België NV will replenish consumables, CWS Workwear België NV is only obliged to replenish the stock of consumables up to the maximum quantity stated in the special terms and conditions and in accordance with the frequency stated in the special terms and conditions.

If the Customer exceptionally wishes for delivery on a day or at a time other than that mentioned in the special terms and conditions, CWS Workwear België NV will be entitled to charge the Customer extra for this. CWS Workwear België NV will also be entitled to charge the Customer extra for urgent deliveries of consumables.

Permanent changes in the rotation schedule or the delivery frequency mentioned in the special terms and conditions are considered as contractual

changes and are only binding upon CWS Workwear België NV in case of explicit and written acceptance by the latter.

## 1.5 Liability

Notwithstanding any provision to the contrary, and barring fraud or willful misconduct on the part of CWS Workwear België NV and without prejudice to any mandatory statutory provision, the (contractual, extra-contractual or objective) liability of CWS Workwear België NV arising from, or in connection with, the Agreement is limited as follows:

- The total maximum amount of the damages that CWS Workwear België NV can be held liable for is equal to a maximum of six (6) months of the invoiced turnover prior to the claim for damages or the event. A series of connected claims or events will count as one claim or event;
- CWS Workwear België NV is never obliged to compensate for production losses, loss of profit, reputational damage or other forms of immaterial damages, indirect or consequential damages;
- All liability of CWS Workwear België NV arising from the Agreement will automatically expire six (6) months after the end of the Agreement;
- Without prejudice to the above, all liability of CWS Workwear België NV expires in each individual claim for damages of which the Customer has not informed CWS Workwear België NV by registered letter within two (2) months following the date on which the claim occurs;
- CWS Workwear België NV can only be held liable for damages caused by its own grave or intentional fault or by a grave or intentional fault committed by its employees or other agents.

## 1.6 Obligations of means

All commitments entered into by CWS Workwear België NV under the Agreement are obligations of means and not obligations to produce a result.

## 1.7 Execution by third parties

CWS Workwear België NV is free to engage third parties for the execution of obligations under the Agreement. The Customer grants CWS Workwear België NV permission in advance to wholly or partially transfer the Agreement and the obligations arising from it for CWS Workwear België NV to third parties. The latter is liable towards the Customer for the performance of the hired third party or parties.

## 1.8 Amendments to these general terms and conditions

These general terms and conditions can be amended by CWS Workwear België NV, provided that a revised version of the general terms and conditions will be applicable to the Agreement between CWS Workwear België NV and the Customer, if the Customer does not expressly object within sixty (60) calendar days after the amended Conditions have been sent to the Customer by CWS Workwear België NV.

### Article 2: Duration

- 2.1 The Agreement, unless otherwise stipulated in the special terms and conditions, is concluded for a fixed term of 36 months. The Agreement is binding upon both parties from the date of signature, but the stated period only starts with the first delivery.
- 2.2 In the absence of notice of termination by registered letter from either party at least three (3) months before the next expiry date of the Agreement, it shall be tacitly renewed on the same terms and for the same duration.

### Article 3: Obligations on the part of the Customer

- 3.1 The Customer alone is aware of the risks inherent to the areas in which the appliances and the distribution boxes of CWS Workwear België NV have to be placed. The Customer alone is responsible for the choice and the location of the appliances and distribution boxes.
- 3.2 The Customer must ensure that CWS Workwear België NV, whenever requested, will have access during normal office hours to the places where the sanitary appliances and the distribution boxes are located.
- 3.3 The Customer alone evaluates the risks inherent in the work of its personnel and it alone is responsible for the choice of individual safety equipment adapted to the foreseeable risks.
- 3.4 The items may not, without the express written consent of CWS Workwear België NV, be changed, transferred or sub-leased by the Customer. Nor is the Customer entitled to pledge the items or otherwise encumber them with a pledge, other lien or security.
- 3.5 The Customer may not service or repair the rented items itself or have them serviced or repaired by a third party.

The Customer is liable for all rented items in its possession and the use made of them. It may only use them for the purposes for which they are intended. The Customer is responsible for all missing items, as well as for any damage or abnormal wear and tear, and this regardless of the cause, including third-party cause, coincidence or force majeure. The Customer undertakes to reimburse any missing, damaged or abnormally worn item in its custody. An item that has not been returned to CWS Workwear België NV within six (6) weeks after it has been reduced, is irrevocably considered to have disappeared. The compensation due by the Customer will be determined as described in Article 5.6. If an item that was supposed to have been destroyed, lost or missing is returned by the Customer to CWS Workwear België NV after all, then the Customer cannot derive any right of settlement or (re)payment from this.

### Article 4: Price

- 4.1 All prices are expressed as fixed weekly rental prices per unit, unless otherwise stipulated.
- 4.2 The prices stated in the special terms and conditions are exclusive of taxes and other government levies or charges. CWS Workwear België NV is entitled to bill the Customer for these taxes, levies and fees additionally. CWS Workwear België NV is entitled to separately charge the Customer for the costs associated with the installation, disassembly or packaging of an item and/or consumable, with the use of washing bags and/or containers, with the modification or production of an item and/or consumable by CWS Workwear België NV at the Customer's request, as well as any start-up, customization and design costs and/or other applicable costs at the Customer's request.
- 4.3 Contrary to Article 4.1, the price of flat linen and of cleaning cloths and absorption mats shall be determined per item. Flat linen, cleaning cloths and absorption mats shall be invoiced monthly according to actual consumption, with a minimum invoice amounting to the agreed rotation stock times one. In addition, the total stock of flat linen delivered shall be invoiced upon the first delivery.
- 4.4 The prices of the workwear with or without open-access lockers, flat linen and other items are, unless explicitly stated otherwise, also based on the factory and supplier prices, personnel costs, energy costs, maintenance costs and suchlike applicable at the time the Agreement was concluded. In case of an increase in one or more of the cost price factors, CWS Workwear België NV can, after the day of entering into the Agreement, revise the originally agreed prices and adjust them on the basis of a reasonable and explainable indexation. If CWS Workwear België NV implements such an increase of the originally agreed prices before three (3) months have passed since the first delivery, the Customer can cancel the Agreement within seven days after the Customer became aware of the price increase, or could have become aware of it, by written notification. For the sake of clarity, this possibility of cancellation does not apply if CWS Workwear België NV implements such a price increase after the expiry of three (3) months from the first delivery.

### Article 5: Invoicing and payment conditions

- 5.1 Invoicing takes place monthly and on the basis of 52 weeks per year, unless otherwise stated in the special terms and conditions. The Customer is responsible for providing correct invoicing data.
  - 5.2 The price is payable for the entire duration of the Agreement, even if the items are not used by the Customer, during the holiday periods and in the event of strikes.
  - 5.3 All invoices are payable no later than thirty (30) days of the invoice date, unless otherwise stated in the special terms and conditions. If the Customer was granted more favorable payment terms than thirty (30) days after the invoice date, but it ceases to comply with them, the invoices will again become payable thirty (30) days after the invoice date, after notification by CWS Workwear België NV to the Customer. If the Customer uses an electronic payment process, the Customer bears full responsibility for the proper functioning thereof. Problems with this electronic payment process cannot constitute a ground for invoking force majeure on the part of the Customer. The day of receipt by CWS Workwear België NV of payment by the Customer is decisive for the timeliness of it.
- If CWS Workwear België NV determines on the basis of objective data that the solvency of the Customer is at risk, CWS Workwear België NV may - subject to written notification to the Customer - impose shorter payment periods for any further delivery, including cash on delivery. In particular, CWS Workwear België NV will be entitled to make any further delivery dependent on cash payment upon delivery as soon as the Customer files a

- petition for judicial organization as referred to in Book XX ("Insolvency of companies") of the Belgian Economic Code. If the Customer does not comply with this payment term, CWS Workwear België NV will be entitled to terminate the agreement with immediate effect, without notice and without judicial intervention.
- 5.4 The invoices of CWS will be sent to the Customer electronically. If the Customer wishes to receive a paper copy, CWS Workwear België NV will be entitled to charge reasonable costs for this.
- 5.5 If the Customer fails to pay the invoices of CWS Workwear België NV within the payment period referred to in Article 5.3, it will be in default by operation of law and from that moment will owe the legal interest provided for by the Act of 2 August 2002 on combating late payment in commercial transactions and damages equal to 10% of the principal amount of the outstanding invoices, with a minimum compensation of € 62. In that case, CWS Workwear België NV is entitled to suspend delivery and to send notices of default, or take other (extra) judicial measures, whereby the (legal) costs incurred by CWS Workwear België NV will be charged to the Customer, plus the statutory interest.
- 5.6 In case of damage, abnormal wear, loss or missing of rented items, as well as in case of non-purchase of the minimum quantities provided for in Article 1.2, CWS Workwear België NV will charge a residual value to the Customer. For workwear, this residual value is equal to the replacement value of the item concerned on the day of the residual value calculation (new value), less depreciation. This depreciation is applied per full month as from the commissioning of the garments concerned. For all other items, the residual value is the new value on the day of invoicing to the Customer.
- 5.7 In case of suspension, CWS Workwear België NV will be entitled to continue the periodic invoicing without further delay, in order to cover its losses.
- 5.8 The Customer is obliged, at the first request of CWS Workwear België NV, within 14 days to provide security for future payments, on pain of suspension of the obligations on the part of CWS Workwear België NV. If the Customer fails to do so, it will immediately be in default, in which case CWS Workwear België NV can dissolve the agreement (with compensation of costs and damages by the Customer) without CWS Workwear België NV being liable for damages. The delivery time of goods will be extended by the period of suspension.
- 5.9 The non-payment by its due date of one single invoice makes the balance immediately due of all other outstanding invoices to the Customer, even those not yet due.
- Article 6: Communication**
- 6.1 Every complaint must be formulated in writing by the Customer within 10 working days after receipt of the items or the invoice, to the department of CWS Workwear België NV that is responsible for rendering services to the Customer.
- 6.2 The Customer undertakes to notify in writing, in a timely and correct manner, the department of CWS Workwear België NV that renders its services, of all legal changes to its structure, changes in its workforce, repair orders and modifications.
- 6.3 In case of seizure of the rented and/or made available items, the Customer must immediately inform CWS Workwear België NV in writing of the seizure and of the identity of the confiscator, as well as provide all information and/or documents to CWS Workwear België NV that the latter can reasonably require in this respect. The Customer must inform the confiscator and other involved third parties of the exclusive property right of CWS Workwear België NV with respect to the rented and/or made available items.
- 6.4 The date of receipt by CWS Workwear België NV of written communication is decisive for the timeliness.
- Article 7: Take-over obligation for workwear**
- 7.1 Regarding rented and/or made available workwear, the Customer is obliged to take this over upon the termination of the Agreement. The price invoiced is the residual value as stipulated in Article 5.6. These items become the property of the Customer after full payment of the residual value.
- Article 8: Suspension and termination of the Agreement**
- 8.1 CWS Workwear België NV is authorized to suspend the execution of the Agreement with immediate effect in the following cases:
- in the event of force majeure on its part;
  - if the Customer fails to pay one or more invoices of CWS Workwear België NV in full or in part on their respective due dates;
- if CWS Workwear België NV reasonably concludes, on the basis of objective information, that the Customer's solvency is impaired, unless the Customer provides payment guarantees that are reasonably acceptable to CWS Workwear België NV;
- if the Customer fails to comply with one or more obligations arising from the Agreement and remains in default of doing so fifteen (15) days after receiving a written notice of default.
- CWS Workwear België NV will notify the Customer in writing, prior to the suspension, insofar as this is reasonably possible.
- 8.2 CWS Workwear België NV is entitled to terminate the Agreement with immediate effect, without notice of default and without judicial intervention, in the following cases:
- if the Agreement is suspended for longer than three (3) months in accordance with Article 8.1, regardless of the cause of the suspension;
  - If the Customer is declared bankrupt, is summoned in bankruptcy or files for bankruptcy itself;
  - If the Customer is dissolved or liquidated;
  - if the Customer submits an application for the opening of a judicial reorganization procedure but this application is refused;
  - If a provisional liquidator or sequestrator is appointed to manage the affairs of the Customer;
  - if a garnishee order is placed in the hands of CWS Workwear België NV, on behalf of the Customer;
  - if the Customer fails to meet its obligations under the Agreement in such a serious manner that any further professional cooperation becomes definitively and immediately impossible;
  - if the Customer fails to comply with one or more obligations under the Agreement and remains in default of compliance thirty (30) days of receipt of a written notice of default.
- Any termination within the meaning of this Article 8.2 shall be effected by registered letter.
- 8.3 In case of termination of the Agreement by the Customer or by CWS Workwear België NV on the basis of Article 8.2, the Customer will automatically owe CWS Workwear België NV an irreducible termination fee, equal to the total invoiced amount over the last six months, or in case the Agreement has not yet run for six (6) months, equal to 26 times the average weekly turnover. This amount can be accumulated with the residual value and any other payments owed by the Customer under the Agreement (including its termination).
- Article 9: Confidentiality**
- 9.1 CWS Workwear België NV and the Customer undertake to deem the special terms and conditions of the Agreement confidential and deny themselves the right to disclose them (or the information they contain) to third parties, except when this is done in fulfilment of a legal obligation.
- Article 10: Applicable law and Jurisdiction**
- 10.1 The Agreement and these general terms and conditions, as well as all extra-contractual and contractual obligations arising from, or relating to, the Agreement and these general terms and conditions, are governed exclusively by Belgian law. The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (Vienna Sales Convention) is excluded.
- 10.2 The Antwerp Commercial Court, Antwerp Division, is exclusively competent to hear all disputes between CWS Workwear België NV and the Customer regarding the Agreement and these general terms and conditions, as well as all extra-contractual and contractual obligations arising from or related to the Agreement and these general terms and conditions.
- Article 11: General provisions**
- 11.1 The signatory of the Agreement on behalf of the Customer declares to have the power to legally bind the Customer.
- 11.2 The applicability of any terms and conditions used by the Customer is expressly excluded, even if the Customer has communicated these terms and conditions to CWS Workwear België NV.
- 11.3 In case of any conflict between the special terms and conditions and these general terms and conditions, the special terms and conditions will prevail.

- 11.4** CWS Workwear België NV and the Customer agree that the personnel that each of them will deploy in the execution of this Agreement will be considered to be personnel of CWS Workwear België NV and the Customer, respectively. Only CWS Workwear België NV will, therefore, exercise authority over the personnel that CWS Workwear België NV deploys for the execution of the Agreement. The Customer acknowledges that it does not exercise any authority over the personnel of CWS Workwear België NV. Notwithstanding the above, with a view to the proper execution of the Agreement, the Customer will have the right, but also the obligation, to provide information and guidelines to the personnel of CWS Workwear België NV with respect to access to the Customer's premises, as well as with respect to the rules and regulations concerning safety, health and welfare that are applicable in the Customer's premises. The Customer and CWS Workwear België NV will, where necessary, agree on further guidelines in mutual consultation.
- 11.5** Insofar as they process personal data in connection with the execution of the Agreement, both parties will comply with the relevant data protection legislation. Both parties have the right to use the personal data they have received in connection with the execution of the Agreement only for the purpose of that execution. The Customer undertakes to ensure that it has obtained these personal data and passes them on or makes them available to CWS Workwear België NV for the purpose of implementing the Agreement, in accordance with the relevant data protection legislation. This includes, where necessary, providing information to the persons concerned or, if necessary, obtaining their consent to collect and process their personal data in connection with the execution of the Agreement. The Customer undertakes to inform CWS Workwear België NV of any restrictions on the processing of the personal data, as the case may be, before the personal data are made available to CWS Workwear België NV, or in any event as soon as possible thereafter.
- 11.6** If any provision of these general terms and conditions proved invalid, the general terms and conditions will remain in force as much as possible and the invalid provision will be replaced by a provision that approximates the original intention of CWS Workwear België NV and the Customer as closely as possible.