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General Purchase Conditions Hutchison Ports Delta II
September 2023

1. Applicability

- 1.1 These general purchase conditions apply to all legal relationships, including preceding negotiations, involving Hutchison Ports Delta II, referred to in brief below as "HPDII", in connection with the purchase of goods or services, even when the purchase is part of any other kind of agreement.
- 1.2 The applicability of the supplier's general terms and conditions is expressly rejected, regardless of whether or not the supplier referred to those terms and conditions.
- 1.3 In these general purchase conditions the terms "delivery", "goods and/or services delivered" and "goods and/or services to be delivered" are understood to mean the delivery of the agreed goods and/or services and the agreed goods and/or services delivered or to be delivered, respectively.
- 1.4 Although specifically agreed provisions shall at all times prevail over these conditions, these conditions can add to and/or clarify specifically agreed provisions.
- 1.5 If any provision of these general purchase conditions is null and void or is voided, the other provisions shall remain fully effective. In that case, the parties shall consult with each other in order to agree upon a new provision to replace the null and void or voided provision, taking into account the purpose and purport of that provision as much as possible.
- 1.6 If there is a difference between the Dutch text of these general purchase conditions and the translation in another language, the Dutch text shall always be conclusive.
- 1.7 If HPDII modifies its general purchase conditions, it is entitled to declare these conditions applicable to any current agreement(s) concluded with the supplier, any ensuing agreement(s) and the performance of such agreement(s). If one or more provisions of the modified general purchase conditions harm the reasonable interests of the supplier, the supplier has the right to object to the applicability of those provisions within fourteen days of receipt of the modified general purchase conditions. Insofar as they are relevant, the general purchase conditions that applied previously shall continue to apply in respect of those provisions. The other modified general purchase conditions shall apply in full. If the supplier fails to exercise this right (in good time), the modified general purchase conditions shall be deemed to have been accepted by the supplier in full.

2. Offers and orders

- 2.1 All offers to HPDII must be made in writing.
- 2.2 Offers to HPDII cannot be revoked once HPDII has sent a written notice of acceptance.
- 2.3 HPDII shall not be bound vis-à-vis the supplier until an authorised person has issued an order on HPDII's behalf. For the purpose of this article, an authorised person is someone who is registered as such with the Chamber of Commerce, as well as any person who is authorised on the basis of a specific written power of attorney.
- 2.4 Upon HPDII's request, the supplier is required to sign for approval and return to HPDII one copy of the written order sent by HPDII. In the event of such a request, the failure on the part of the supplier to send a written notice of confirmation will cause HPDII's order to lapse after a period of one year.
- 2.5 HPDII shall only be bound by written agreements. Modifications of agreements must also be agreed in writing.

3. Prices

- 3.1 The prices offered to HPDII may not be increased during the offer's term of validity and for at least one year after entering into the agreement. This term shall be extended by any period during which the supplier fails to perform the agreement, unless this failure is attributable to HPDII.
- 3.2 Unless expressly agreed otherwise, all prices shall include the costs of packaging suitably adapted to the method of transport, stowage material, drawings, calculations, licence fees, all accompanying documents and instructions for use in the Dutch or English language.

4. Price review

- 4.1 If it has expressly been agreed that prices shall be reviewed in the event of changes to the price of materials, currency exchange rates, wage levels, social security contributions or taxes, the following shall apply:
 - a. the review may not be prohibited by the authorities;
 - b. the method of reviewing and the prices that can be factored in must be stated in the agreement;
 - c. review will only take place if the differences in price exceed the agreed thresholds;
 - d. the changes shall only be factored in if such changes take place between the date of the offer and the date on which the processed goods are delivered;
 - e. an increase in the prices that can be factored in that occurs after the agreed delivery period for the goods or the period for provision of the agreed services has expired shall not result in any review, unless the failure to observe this period is due to force majeure or a fault on the part of HPDII. A decrease in the prices that can be factored in prior to delivery shall always result in review;
 - f. no set-off of profits will take place as regards differences ensuing from the review.

5. Maximum guide price and subsequent calculation

5.1 If and to the extent that a maximum guide price has been agreed, it shall be converted into the price to be charged on the basis of subsequent calculation.

5.2 The price to be charged shall never exceed the maximum guide price stated in the order. The price to be charged includes:

- a. the costs for the performance of the agreement;
- b. the profit;
- c. the duties and taxes, excluding VAT, taking into account the designated use of the goods.

5.3 The costs for the performance of the agreement include:

- a. the costs of necessarily consumed/processed materials and parts, based on the net purchase price less volume discount and annual rebates, exclusive of VAT;
- b. the direct costs attributable to the necessary production capacity employed (man-hours, machine-hours, etc.);
- c. any other necessary direct costs, such as freight and transport insurance, exclusive of VAT;
- d. the costs of work carried out by third parties engaged by HPDII, to the extent necessary for the performance of the agreement, exclusive of VAT;
- e. that part of the costs incurred during the relevant financial year which is not directly attributable to the agreement but does have a causal relationship with the performance of the agreement.

5.4 Overtime is only allowed subject to prior written approval, unless the overtime does not involve any extra costs for HPDII.

6. Delivery and transfer of title

6.1 Delivery shall be DDP, within the meaning of the latest version of the Incoterms published by the International Chamber of Commerce, at the location of HPDII, at the correct department, at the agreed time or within the agreed term.

6.2 HPDII has the right to inspect the delivered goods and, in the event of evidence of variations from the order, to refuse delivery of the goods or, to the extent possible, return them to the supplier. In the latter case, the supplier shall accept the goods to be returned at its own expense within the term set by HPDII. This is without prejudice to the obligation to ensure correct delivery or HPDII's right to cancel the agreement, whether subject to an obligation for the supplier to pay damages or not. Acceptance following inspection does not imply that HPDII has acknowledged that the goods and/or services delivered conform to the agreement and does not discharge the supplier from any guarantee and/or liability.

6.3 If the parties have agreed that the supplier will ensure the assembly and/or installation, the delivery will only be completed after completion of the assembly and/or installation, which completion must be confirmed by HPDII.

6.4 The mere failure to meet the agreed time or term for the delivery leads to default on the part of the supplier, without any further notice of default being required, even if HPDII sets another term for performance of the agreement.

6.5 Without prejudice to the provisions in paragraph 4, if the supplier anticipates that, for any reason whatsoever, it will be unable to satisfy any obligation in good time, it shall immediately so notify HPDII in writing, stating the reason and the anticipated duration of the delay.

6.6 If the supplier fails to (properly) fulfil its obligations vis-à-vis HPDII, or fails to fulfil these obligations in good time, HPDII will have the right, without prejudice to its other rights, to have the goods delivered by a third party or to provide the services itself or have them provided by a third party. Any (extra) costs involved shall be borne by the supplier.

6.7 If HPDII is responsible for the transport, the supplier shall take care of loading the means of transport and any stowage material and packaging appropriate to ensure safe transportation to the place of destination.

6.8 For the purpose of maintenance, repair and modification, the supplier shall provide HPDII - no later than at the time of delivery - with the full article and/or product information, including drawings, calculations, (supporting) software and other relevant information. In addition, the supplier shall provide all relevant despatch documentation, such as the consignment note with packing list, proof of delivery and customs documents. Despatch documentation must be received by HPDII no later than 2 working days before delivery.
Non-performance of any obligation laid down in this article is qualified as breach of contract.

6.9 The title to all goods to be delivered to HPDII shall transfer at the time of delivery.

7. Penalty provision

7.1 If goods or services that conform to the agreement have not been delivered within the agreed term at the agreed place, the supplier shall forfeit to HPDII, without any notice or other prior demand being required, an immediately payable penalty amounting to 0.5% of the price of the goods or services in question, plus VAT, for each day that the default continues, up to a maximum of 10%. If delivery has become permanently impossible, the maximum penalty is immediately forfeited.

7.2 The penalty shall accrue to HPDII regardless of any other rights or claims, including:

- a. its claim for performance of the obligation to have goods delivered that conform to the agreement
- b. its right to cancel the agreement;
- c. its right to additional damages.

7.3 The penalty shall be set off against the payments owed by HPDII, regardless of whether the claim for payment has passed to a third party.

7.4 The penalty shall lapse if the delay is due to force majeure in accordance with the provisions of article 12 on the part of the supplier. Reference is made to article 12 of these general purchase conditions.

8. Invoices and payment

8.1 HPDII will receive invoices from the supplier that contain at least the following information:

- the applicable order number;
- a sufficiently clear description of the goods and/or services delivered;

- the correct legal entity
- the right legal entity of HPDII to which the delivery has taken place;
- the supplier's bank account number into which payment is to be made.

Invoices should be addressed to HPDII's accounts payable department. Incorrect or incomplete invoices will not be processed and will be returned to the supplier. The supplier cannot derive any rights from the failure to pay an incorrect or incomplete invoice (in good time).

- 8.2 Payment shall be made within 30 days from receipt of the invoice and is only due if the goods and/or services delivered fully conform to the agreement and the supplier has also otherwise satisfied its obligations under the agreement. Invoices for partial deliveries will be paid – subject to the same conditions – only after completion of the last (partial) delivery, unless explicitly agreed otherwise in writing.
- 8.3 Payment of an invoice does not imply that HPDII has acknowledged that the goods and/or services delivered fully conform to the agreement and does not discharge the supplier from any guarantee and/or liability.
- 8.4 If HPDII has failed to pay any amounts due within 30 days after receiving a written notice of default, statutory interest within the meaning of Article 6:119 DCC shall become payable. Article 6:119a DCC is not applicable.
- 8.5 HPDII does not accept any supplier credit restriction surcharges.
- 8.6 Any claim against HPDII will expire by the mere lapse of 12 months since the claim arose, unless the claim has been lodged within that term in accordance with the provisions in article 21.
- 8.7 If HPDII has a claim against the supplier, the supplier shall only be discharged after payment of the amount into the account designated by HPDII has taken place.
9. **Obligations with regarding the goods and/or services delivered or to be delivered / guarantee**
- 9.1 The supplier is required to enquire after the purpose for which, the specific circumstances in which and the place where the goods to be delivered will be used by HPDII or the services are to be delivered. HPDII undertakes to keep the supplier informed of these matters as far as possible, if the supplier so requests.
- 9.2 The supplier warrants the soundness of the goods or services, which entails inter alia – without prejudice to HPDII's other rights, including the rights under article 6.6 of these general purchase conditions – that the supplier will ensure, at HPDII's first request and for its own expense, the replacement, repair or compensation of defective goods or parts thereof or the compensation of or re-performance of the defective services, respectively, such that the goods or services conform to the agreement and to what may reasonably be expected in case of normal use and proper maintenance, in the sense that HPDII is fully indemnified in this regard.
- 9.3 Furthermore, the supplier warrants that:
 - a. the goods delivered and/or services provided are complete and suitable for the intended purpose in the circumstances and at the place anticipated, are of good quality, free of any faults in design, manufacturing and materials and free of viruses;
 - b. the goods and/or services delivered are state-of-the-art and fully comply with the agreement and with all applicable statutory standards and rules;
 - c. only expressly agreed materials, services and working methods have been used, in accordance with the specifications provided by or on behalf of HPDII (only applicable if HPDII has provided any specifications and as far as this is included in the relevant specifications);
 - d. all drawings, calculations, operating and maintenance instructions and any other documentation and information required for the operation, repair or maintenance of the goods and/or services delivered are provided to HPDII no later than at the time of delivery, and are fully correct and up to date, and that these as well as all parts shall be available at all times for at least ten years after delivery;
 - e. HPDII or its designated representatives shall have access at all times to the supplier's workshops and offices in order to acquaint itself/themselves with the progress and quality of the work on or in respect of the goods ordered;
 - f. HPDII shall have the same right in respect of the supplier's subcontractors and suppliers;
 - g. at HPDII's first request, it shall be given access to the agreements concluded, and other documents exchanged with supplier's subcontractors and suppliers;
 - h. the goods and/or services delivered comply with HPDII's reasonable standardisation requirements;
 - i. the use of the goods and/or services delivered shall not result in the infringement of any third party's industrial or intellectual property rights, and that the supplier shall indemnify HPDII against all such claims and shall compensate any resulting damage;
 - j. it possesses all the necessary permits for the purpose of performing the agreement with HPDII.
- 9.4 HPDII can invoke the warranty obligations described in this article during a period of two years after HPDII has started using the goods and/or services delivered.
- 9.5 If the parties agreed a manufacturer's warranty, this will take effect as from the date on which HPDII has started using the goods and/or services delivered.
- 9.6 HPDII is entitled to remedy or procure the remedy of primary malfunctions at the expense of the supplier, without prejudice to HPDII's rights under the agreement in general and under this article 9 in particular.
- 9.7 HPDII warrants to the supplier that:
 - a. all data it provides to the supplier, other than technical calculations and drawings for which the supplier is to be responsible, are correct;
 - b. it is not aware of any circumstances that are not known to third parties and that it has to disclose to the supplier in connection with the performance of the agreement;
 - c. if HPDII makes designs, drawings, calculations etc. available to the supplier, by using them the supplier will not infringe third parties' industrial or intellectual property rights;
 - d. it shall give the supplier sufficient time and space to enable the supplier to deliver the goods and/or services and (if applicable) put them into operation, in good time, to the extent that this does not impede HPDII's business operations; it being understood that the loading or unloading of ships, trains, trucks or other means of transport accepted by HPDII will always have priority.

10. Liability

- 10.1 The supplier is liable for any direct damage resulting from non-performance, late performance or inadequate performance of any (contractual) obligation on its own part, and/or by its employees and/or by third parties it has engaged. The supplier shall indemnify HPDII against any claims in this respect. The supplier shall not be liable for any indirect damage, including consequential damage, loss of profit/income, loss of production/use and trading loss/business interruption loss, unless they result from intent, gross negligence or deliberate recklessness.
- 10.2 The supplier shall take out insurance with a first-class insurance company to cover the risks referred to in article 10.1 for a maximum amount of at least € 1,000,000 (one million euros) per event, in which respect a series of related events is considered to be a single event, and a maximum amount of € 2,500,000 (two and a half million euros) per year. At HPDII's request, the supplier will (also) take out professional liability insurance for (a maximum of) € 1,000,000 per damage event.
Upon first request, HPDII shall receive from the supplier an insurance certificate of the insurance concerned, as well as proof that the premium due has been paid. If the documents referred to are not conclusive, HPDII shall have the right to inspect the relevant policy.
- 10.3 HPDII's liability towards the supplier, its employees or all those who, subject to HPDII's prior written permission, are engaged by the supplier for the performance of the agreement, shall be limited to a maximum amount of € 1,000,000 (one million euros) per event, in which respect a series of related events is considered to be a single event, and a maximum amount of € 2,500,000 (two and a half million euros) per year. Liability for any indirect damage, including consequential damage, loss of profit/income, loss of production/use and trading loss/business interruption loss is excluded. Upon first request, HPDII shall provide the supplier with an insurance certificate evidencing the insurance concerned, as well as proof that the premium due has been paid. If the documents referred to are not conclusive, the supplier shall have the right to inspect the relevant policy.

11. Termination

- 11.1 Apart from the possibility to cancel the agreement in the case of default on the part of the supplier, HPDII is entitled, without notice of default or judicial intervention being required, to immediately and unilaterally terminate the agreement(s) with the supplier, either in whole or in part, without prejudice to its other rights under the agreement with the supplier, in the following situations:
- (an application for) the bankruptcy or suspension of payment of the supplier;
 - the (temporary) suspension of the operation of the supplier's business;
 - withdrawal of the permits necessary for the supplier's normal business operations;
 - attachment of (part of) the supplier's business property or of goods relevant to the performance of the agreement;
 - liquidation, takeover or a similar situation at the supplier's company;
 - continued inability on the part of one of the parties to perform the obligations under the agreement;
 - non-compliance with the provisions mentioned in article 14.3 and/or article 18 of these general purchase conditions.
- 11.2 For reasons of its own, HPDII may suspend or terminate the agreement prematurely, in the latter case with due observance of a notice period of two months. If the agreement is terminated, HPDII shall, in consultation with the supplier, inspect and estimate the value of the goods delivered and/or services provided up to that moment and pay the supplier the amount agreed accordingly. The same applies if the agreement is suspended, unless there is no reason to do so in view of the period of suspension.

12. Force majeure

- 12.1 For the purpose of this article, force majeure shall mean the situation in which the performance of the agreement by the supplier is prevented, either in whole or in part, temporarily or permanently, due to a circumstance that is not attributable to the supplier.
- 12.2 The supplier shall inform HPDII as soon as possible of a force majeure event, with provision of evidence, including the expected duration of the force majeure event. Furthermore, the supplier will take all measures that can reasonably be expected of it in order to deliver goods/services that conform as much as possible to the agreement, such for HPDII's approval.
- 12.3 In case of temporary force majeure, the performance of the agreement will be suspended, either in whole or in part, for the duration of the force majeure, without the supplier being liable for any damages, unless it failed to comply with the provisions in article 12.2.
- 12.4 If the supplier is permanently unable to comply with the agreement due to force majeure, or if the duration of the force majeure has exceeded or will exceed 21 working days as from the agreed date of delivery, and the supplier is unable to deliver similar goods or services approved by HPDII, as referred to in article 12.2, second sentence, HPDII is entitled to terminate the agreement in writing, without judicial intervention, either in whole or in part, without HPDII attracting any liability.
- 12.5 A force majeure event that occurs after the supplier attributably failed in its performance shall always be attributed to the supplier.

13. Engagement of third parties

- 13.1 The supplier may not transfer or contract out its rights and obligations ensuing from the agreement, in whole or in part, to third parties, unless HPDII has given prior written permission to do so.
- 13.2 Any permission granted by HPDII does not release the supplier from any obligation or liability under the agreement. The supplier shall indemnify HPDII in full against all claims by any third parties engaged by the supplier and shall reimburse all payments made by HPDII to a third party or third parties.
- 13.3 If the supplier engages third parties for the performance of an order, as subcontractor, supplier or otherwise, it shall demand of these third parties that they, too, be bound by these general purchase conditions, to the exclusion of any general terms and conditions of these third parties.
- 13.4 HPDII is entitled to transfer the rights and obligations under the agreement to a third party, if this transfer takes place within the group of Europe Container Terminals B.V., as referred to in 2:24b DCC. This includes HPDII's right to transfer products purchased from the supplier to a third party within the group, whereby the (warranty) obligations of the supplier apply to that third party after that transfer.

14. Safety

- 14.1 In case of the performance of services, the supplier must for the entire duration of the agreement possess a valid SCC company certificate. If the supplier cannot reasonably possess such a certificate, it must be demonstrated how safety can be guaranteed during the performance of the services. This must be approved by HPDII in writing.

- 14.2 All persons to be assigned by the supplier to work at HPDII must for the entire duration of their assignment be in possession of a valid B-SCC Diploma in basic safety or an SOS-SCC diploma.
- 14.3 All persons to be assigned by the supplier to work at HPDII must be familiar with the traffic and safety regulations in force at HPDII and must strictly comply with these documents. The supplier is liable for all damage resulting from non-compliance with this provision, with due observance of the provisions in article 10 of these conditions. In addition, HPDII is authorised to terminate the agreement with immediate effect in the event of non-compliance, without a prior notice of default being required. HPDII is not liable for any damage resulting from such premature termination of the agreement.
- 14.4 All persons to be assigned by the supplier to work at HPDII must be able to speak, read and understand the Dutch language. If a person to be assigned to work speaks the English language but not the Dutch language, his/her assignment must be approved in writing prior to commencement. In the event of non-compliance with this provision, HPDII is entitled to stop the work to be performed with immediate effect. Any damage resulting from the above shall be for the supplier's expense, with due observance of the provisions in article 10 of these conditions.
- 14.5 The supplier shall ensure that all of its personnel (whether salaried employees or not) who perform services on-site at HPDII possess a relevant Certificate of Good Conduct ("*Verklaring Omtrent het Gedrag*" (VOG)).
- 15. Publicity**
The supplier shall not be entitled to refer in any way to the existence of the agreement in brochures, advertisements, newspapers or otherwise without HPDII's written permission.
- 16. Information security**
16.1 Insofar as the agreement concerns the delivery of software, whether or not partly, or the maintenance thereof, the supplier is obliged to:
- commit to the manner established by HPDII in which access to HPDII's systems is granted to the supplier;
 - supply, and keep supplying, relevant system and application software in use at the supplier with all security updates required;
 - ensure that the software delivered performs correctly at the latest security patch level of the platform within one month after the release of relevant security updates of the platform (operating system, middleware etc.);
 - ensure that, if vulnerabilities are discovered in any software delivered, these are resolved within a reasonable period.
- 16.2 The supplier must take all necessary steps (including testing the latest commercially available antivirus software) to prevent virus infections in its own systems and in the systems of HPDII. For the purpose of this article, the term "virus" is also understood to mean "logic bombs", "worms" or other foreign elements, which terms are commonly used in the computer (software) industry.
- 16.3 If the item(s) to be supplied (partly) consist(s) of Software as a Service or a cloud solution, in addition to the provisions of these general purchase conditions, the supplier will comply with the standard of ISO 27001 or an alternative – but equivalent – standard.'
- 16.4 If the item(s) to be delivered supplied (partly) consist(s) of (hardware for) software, in addition to the provisions of these general purchase conditions, the supplier will comply with the relevant measures of ISO 27002, in combination with ISO 27001, or take alternative – but equivalent – measures.
- 16.5 If the item(s) to be delivered (partly) consist(s) of operational technology, in addition to the provisions of these general purchasing conditions, the supplier will comply with the relevant measures of IEC 62443, or take alternative - but equivalent - measures.
- 17. Personal data protection**
17.1 In so far as personal data are processed in the context of the performance of the agreement, these personal data will be processed in a proper and careful manner and in accordance with the General Data Protection Regulation ("GDPR"). Article 4 GDPR is referred to for a description of 'personal data'.
- 17.2 The supplier shall take technical and organisational measures to protect the personal data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing.
- 17.3 Personal data shall only be used for the purpose of the agreement. These data may not be kept for longer than is necessary for that purpose and shall be protected in an appropriate manner. When the agreement ends, the supplier must destroy the personal data it processed in the performance of the agreement, or, at ETC's request, return them. In case of destruction, the supplier shall provide proof thereof at HPDII's first request.
- 17.4 The supplier informs HPDII immediately of every possible personal data breach as referred to in Article 33 GDPR as well as of every request and/or every complaint from the Supervisory Authority or data subject with regard to the personal data being processed in the performance of the agreement, a court order, a summons or a statutory or other obligation to share personal data with third parties.
- 17.5 The supplier shall cooperate with HPDII when a data subject files a request with regard to its own personal data for the exercise of his/her rights such as, without limitation, the rights to access, rectification and erasure, the right to object to the processing of personal data, and the right to data portability.
- 17.6 If the supplier qualifies as a processor within the meaning of the GDPR, it will ensure that a data processing agreement is concluded that satisfies the requirements of the GDPR. If the supplier is to be considered as a controller within the meaning of the GDPR, it is independently responsible for complying with the obligations under the GDPR, including having a basis for the processing and informing data subjects.
- 17.7 The supplier indemnifies HPDII against all claims by third parties for (consequential) damage caused by failure on the part of the supplier to comply with the GDPR. The last sentence of article 10.1 does not apply.
- 17.8 If any obligation in this article is violated, the supplier forfeits an immediately payable penalty to HPDII of € 25,000 per violation, without any prior notice of default being required. This penalty is without prejudice to HPDII's other rights due to violation, including the right to additional compensation.
- 18. Confidentiality and integrity**
18.1 Both parties undertake vis-à-vis each other and towards third parties to treat all confidential information, including but not limited to company information, financial information or information about customers, as strictly confidential. HPDII, however, is authorised to disclose these data within the group of Europe Container Terminals B.V. (as referred to in Article 2.24b DCC) as well as to Hutchison Port Holdings Limited and/or CK Hutchison Holdings Limited. The supplier shall use the existence and the content of the agreement and all data that have come to its knowledge within that context only for the purpose

of performing the agreement. The supplier is only authorised to disclose confidential data to third parties after prior written permission from HPDII. This confidentiality obligation applies both during the term of the agreement and after it has ended.

- 18.2 The supplier is aware that HPDII uses a code of conduct for suppliers ("HPDII Suppliers Code of Conduct"), which is attached to these general purchase conditions as an appendix. The supplier undertakes to comply with the contents of the HPDII Suppliers Code of Conduct. If the supplier uses its own code of conduct, this will include at least the same guarantees as the HPDII Suppliers Code of Conduct..
- 18.3 The supplier is not permitted to actively approach personnel members of HPDII with the aim of entering into an employment agreement or having them perform work outside an employment relationship.
- 18.4 If any obligation in this article is violated, the supplier forfeits an immediately payable penalty to HPDII of € 25,000 per violation, without any prior notice of default being required. This penalty is without prejudice to HPDII's other rights due to violation, including the right to additional compensation.
- 19 Payment of taxes / social security contributions**
The supplier shall, where necessary, take adequate measures so that HPDII cannot be held liable for any obligation imposed by the authorities for the payment of taxes and/or social security contributions in connection with payments owed to employees or third parties and indemnify HPDII against claims in that respect. If the supplementary purchase conditions of HPDII have also been declared applicable to the agreement, these supplementary purchase conditions will prevail over this article.
- 20. Intellectual property rights**
- 20.1 If intellectual property rights are vested in the goods or the associated documentation, HPDII shall acquire a non-exclusive and non-transferrable right of use thereof. HPDII is entitled to exercise this right of use for modification, maintenance, repair and further development. If HPDII uses third parties for this purpose, it will be authorised to share all relevant information with these third parties in so far as necessary.
- 20.2 All intellectual property rights arising as a result of the performance of the agreement by the supplier, its staff or third parties which the supplier has engaged for the performance of the agreement accrue to HPDII. The supplier will lend all assistance that is necessary to acquire and secure these rights at first demand from HPDII.
- 20.3 The supplier warrants that the performance of the agreement does not infringe any intellectual property rights of third parties.
The supplier indemnifies HPDII against third-party claims on account of (alleged) infringements of such rights and shall reimburse HPDII for any loss consequently sustained. The last sentence of article 10.1 does not apply.
- 20.4 If the supplier uses intellectual property rights of HPDII for the performance of the agreement, this never implies that HPDII has given permission to use such rights in the performance of other agreements. The transfer of such rights always requires a separate deed, signed by HPDII.
- 21. Disputes and applicable law**
- 21.1 All disputes between the parties shall, at first instance, be settled by the competent court in Rotterdam.
- 21.2 All legal relationships between the parties are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980 Vienna Sales Convention) is excluded.

ATTACHMENT

Hutchison Ports Delta II ("HPDII") SUPPLIER CODE OF CONDUCT (the "Code of Conduct")

Introduction to HPDII

Hutchison Ports Delta II, which is in this Code of Conduct is referred to as "HPDII", operates a container terminal on the Maasvlakte, directly on the North Sea. In the logistics heart of Europe, Rotterdam is the gateway to Europe. From 2021, HPDII is a part of Hutchison Ports. Years of expertise make HPDII a mature, reliable business partner in the heart of the European market.

HPDII strongly urges its business partners and suppliers to uphold environmental standards, social welfare and good governance. This Code of Conduct describes what HPDII expects of its business partners and suppliers in terms of compliance with laws and regulations, labor and human rights, ethical standards, safety and health, and the environment.

HPDII's business partners and suppliers are expected to communicate the requirements of this Code of Conduct to their employees, agents, subcontractors and suppliers and to address them for any non-compliance.

Compliance with law

The suppliers activities and its employees shall operate in full compliance with the laws of their respective countries. In addition to this a supplier when conducting business with ECT shall comply with all relevant aspects of Dutch Law.

A supplier shall ensure that all products, services and shipments adhere to all applicable international (trade compliance) laws, rules and regulations.

Labour and human rights

Human rights are at the centre of HPDII's business and it does not undertake business activities with any supplier that violates the standards and principles of basic human rights. HPDII expects its suppliers to uphold the human rights of employees and treat them with respect and dignity at all times and provide them with a fair and ethical workplace. Suppliers shall have established and enforced policies, standards and conditions to ensure a fair and equitable workplace environment that is free from harassment or discrimination as set out below:

- **Anti-discrimination:** a supplier shall recruit an employee on their ability to complete the work and shall not discriminate against any employee based on age, gender, disability, ethnicity, marital status, national origin, political affiliation, race, religion or other characteristic.
- **Anti-harassment and abuse:** a supplier shall provide a working environment that is free from harassment and abuse. A supplier shall not threaten an employee with verbal abuse and harassment, psychological harassment, mental or physical coercion or sexual harassment. Acts of harassment between employees shall be dealt with by a supplier in a professional and appropriate manner.
- **Human rights:** respect for human rights is a fundamental part of HPDII's business practice and it does not undertake business with suppliers that do not apply standards and principles of basic human rights.
 - **Child labour:** a supplier shall not use child labour and shall respect laws around minimum age of its employees.
 - **Young employees:** HPDII encourages suppliers to participate in legitimate workplace apprenticeship programmes that comply with all applicable laws and regulations. Young employees must be protected from work which is likely to be hazardous or harmful to their health, physical or mental development.
 - **Forced labour:** a supplier shall not use any involuntary or forced labour including indentured, bonded, slave or human trafficked labour.

Employees shall be free to terminate their employment in accordance with applicable laws, rules and regulations. A supplier shall not hold employee's original government issued identification and travel documents. A supplier shall request copies of such documents. A supplier shall ensure that the conditions of employment are issued under a written employment contract. Provision of such must be in a language that can be read and understood by the employee. A supplier shall ensure that any third party recruitment or other agency that it uses in provision of the goods or services supplied to HPDII are compliant with the provisions of the law and this code. Suppliers recruiting foreign contract employees either directly or through an agency shall be responsible for payment of all applicable fees.
- **Wages and Benefits:** a supplier shall communicate a pay structure and pay periods to all employees, pay accurate amounts in a timely manner and wage deductions shall not be used as a disciplinary measure. A supplier shall pay all employees at least the minimum legal wage (and where appropriate the national living wage) and provide all legally mandated benefits. In addition to regular paid hours, a supplier must pay employees for all additional overtime hours at such a rate as agreed in their contract of employment or minimum legal premium rate. A supplier shall offer annual leave (holiday), leave periods and time off for legally recognised holidays.
- **Working Hours:** a supplier shall set out the working times within the employment contract, where an appropriate number of rest days are provided. A supplier shall comply with all applicable laws, rules and regulations in respect of working hours and overtime must be voluntary.
- **Freedom of association and collective bargaining:** HPDII recognises the importance of open communication and direct engagement between employees and management and expects its suppliers to do the same. A supplier shall allow its employees to associate with others, form and join organisations, including trade unions, work councils or health and safety committees of their choice and bargain collectively without interference, discrimination, retaliation or harassment. In the absence of formal representation, a supplier shall ensure that an employee has the mechanism to report grievances and facilitates open communications.

Ethics

- **Business integrity:** any supplier providing goods or services to HPDII shall abide by all anti-bribery and anti-corruption laws and regulations of the countries in which it operates. It shall have established and enforced written policies, procedures and systems to avoid any form of corruption and bribery and to promote ethical standards. It shall ensure that training is provided to its employees and updated at regular intervals. HPDII will never offer, give or receive bribes, improper payments or participate in any kind of corrupt activity and shall expect any supplier it engages with to act in the same manner. HPDII provides clear guidance to its employees through internal policy and training materials. Engaging in bribery and corruption and making facilitation payments can seriously damage reputations and our business relationships. Hospitality in the normal course of business is acceptable.
- **Conflicts of interest:** these occur when private interests interfere, or appear to interfere, with the best interest between HPDII and a supplier. Where a family or friendship relationship is present between employees of HPDII and a supplier they shall disclose this fact to HPDII.
- **Data protection, information security, disclosure of information**
Any supplier shall adhere to applicable data protection laws, including security of all personal data, as well as to respective regulation, e.g. GDPR. A supplier shall comply with all said requirements when personal data is collected, recorded, hosted, processed, transmitted, used or erased. At all times the required level of information security and control to be ensured by a supplier must be commensurate with the sensitivity, value and criticality of the information being processed throughout the lifecycle of the information.
A supplier shall safeguard and make only appropriate use of confidential information. A supplier shall comply with any contractual requirements on data protection and information security and shall not disclose any information that is not known to the general public.
- **Whistle blower protection:** a supplier shall provide a confidential, safe and secure process within its business to provide its employees or its suppliers the mechanism to report workplace grievances and shall prohibit retaliation.
- **Community engagement:** HPDII supports and contributes to the social and economic wellbeing of the communities it works in, it liaises with the local community, addresses concerns and when possible mitigates these. A supplier is encouraged to help nurture social and economic development and contribute to the sustainability of the communities in which it operates.
- **Responsible sourcing:** HPDII is aware of its responsibilities to carry out its procurement activities in an environmentally and socially responsible manner. HPDII strives to incorporate environmental and social considerations into its services. HPDII encourages its suppliers and contractors to act in an environmental and socially responsible manner.
- **Selection of suppliers and service providers:** HPDII operates an approved supplier database whereby supplier selection is based on a set of predetermined criteria, this criteria includes but is not limited to company information, financial information, statements in relation to anti-bribery and anti-corruption, accreditations and qualifications. Supplier information is requested and must be completed in full.

Health and Safety

HPDII operations are never so urgent that time cannot be taken to conduct them safely. The health, safety and welfare of our employees, visitors and contractors is paramount and the provision of an adequate risk management system and compliance with the applicable law is essential. A supplier is expected to provide and maintain a safe working environment and integrate health and safety management practices into its business, reinforcing those practices through adequate supervision, information, instruction and training of its employees and others who may be affected by their work activities. A supplier must acknowledge that an employee has the right to refuse to work in unsafe conditions.

- **Occupational Health and Safety Risk Management:** a supplier shall identify, evaluate and manage occupational health and safety risks by undertaking adequate risk assessments which identify control measures that eliminate and where this is not possible control, so far as is reasonably practicable, those risks. Control measures should be implemented according to the hierarchy of controls i.e. elimination, engineering controls, administrative measures and finally Personal Protective Equipment ("PPE"). Where it is not possible to control the risk by other means a supplier shall provide an employee with the necessary PPE and instruction on its proper use. A supplier shall ensure that PPE is worn by providing refresher training and undertaking periodic checks to ensure compliance.
- **Risk control measures:** a supplier must ensure that they have an adequate system to monitor the effectiveness of their risk control measures and where necessary take steps to ensure that they continue to control risk to an adequate standard.
- **Emergency response:** a supplier shall ensure that they have adequate emergency plans and response procedures that minimise harm to employees, third parties, the environment and property should an incident occur.
- **Incident Management:** a supplier shall have a reporting system so that employees can report health and safety incidents, as well as a system to investigate, track and manage such incidents. Where an investigation indicates that there are shortcomings in a supplier's risk control measures that supplier shall implement corrective actions that mitigate the risk. Where injury has occurred a supplier shall provide access to all necessary medical treatment and facilitate the employee's return to work.
- **Ergonomics:** a supplier shall identify, evaluate and mitigate risk and exposure when an employee's job role or individual tasks poses an ergonomic risk. A supplier shall ensure that workstations, environments, manual handling tasks, tools or any such related equipment are assessed and corrective action taken where necessary. A supplier shall provide training where necessary.
- **Communications:** All health and safety communications and training shall be provided to employees in their primary language. Health and safety communications shall be verbally communicated (as deemed necessary) as well as visually displayed.

Environment

HPDII is committed to protecting the environment and works with its stakeholders to continuously assess and reduce its environmental impact. Environmental considerations are an integral part of our business practices. HPDII aims to reduce environmental damage within its control and minimise its use of energy and resources. A supplier shall develop, implement and maintain environmentally sustainable business practices, have established and enforced written policies, practices and procedures for its operations and products used which commit to minimise the consumption of energy and its carbon footprint and consider the risks posed by its activities. A supplier shall remain compliant to all HPDII policies and procedures, laws, rules and regulations and assess the value brought to its business in terms of more efficient resource consumptions and monitoring of wastage.

- **Waste management:** a supplier shall ensure the application of the waste management hierarchy as defined in the EU Waste Framework Directive recycle (where practical) to all resources including but not limited to;

- a) Hazardous goods
- b) Non-hazardous goods
- c) Wastewater

Waste Management Stages	Include
Prevention:	using less material in design and manufacture, keeping products for longer, re-use, using less hazardous materials
Preparing for re-use:	checking, cleaning, repairing, refurbishing, whole items or spare parts
Recycling:	turning waste into a new substance or product, includes composting if it meets quality protocols
Other recovery:	includes anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste, some backfilling
Disposal:	landfill and incineration without energy recovery

- **Air emissions:** should be identified and controlled to reduce at source (by design) and control the impact on human or environmental health.
- **Noise Management:** should be reduced at source (by design) and noise controlled to avoid harm to health or nuisance noise to local communities.
- **Resource reduction:** a supplier should limit resource use in all aspects of their business by eliminating use where possible and avoiding the use of unsustainable resources.
- **Pollution prevention:** a supplier should ensure they eliminate pollution through good design and practices and have sufficient expertise and resource to control any unplanned releases.
- **Environmental reporting:** a supplier shall obtain, keep current and comply with all required environmental permits and registrations, regulated substance specifications and restricting the use or handling of such and remain compliant with all relevant laws, rules and regulations.

A supplier shall ensure that any person(s) working for or on its behalf are aware of:

- the importance of conformity good environmental practices.
- their roles, responsibilities and authorities in achieving the requirements of HPDII Policies and procedures.
- the benefits of improved energy and resource performance.
- the impact, actual or potential, with respect to energy use and consumption, of their activities and how their activities and behaviour contribute to the achievement of energy objectives and targets, and the potential consequences of departure from specified procedures.

HPDII has the right to update this Code of Conduct from time to time.

Questions on this Code shall be directed in writing to the Head of Procurement, Hutchison Ports Delta II, Coloradoweg 50, 3199 LA Rotterdam (Maasvlakte)), the Netherlands.