

## **GENERAL CONDITIONS OF BUYING BIC Ingredients B.V.**

**These General Purchase Conditions apply to and form an integral part of all requests for proposal, quotations and Purchase Orders. Customer expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier.**

### **1. Definitions**

**Customer** means the legal entity which issues the Purchase Order or request for proposal. **Supplier** means each person or entity that enters into an Agreement with Customer. A **Purchase Order** is the order issued by a customer including all related documentation.

### **2. Acceptance**

These General Purchase Conditions, together with the relevant Purchase Order issued by Customer, set forth the terms and conditions for the supply of Services and/or the delivery of Goods by Supplier to Customer and will be binding to Parties at Supplier's acceptance (the binding Agreement). Any changes by Supplier are binding only, if accepted by Customer in writing. Performing of any part of a Purchase Order by Supplier will operate as Supplier's unconditional acceptance thereof.

### **3. Commercial conditions**

3.1. Supplier shall deliver the Goods and/or perform the Services against the price(s) mentioned in the Agreement. Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) exclusive of any Value Added Tax but (iii) inclusive all other taxes, duties, levies, fees (including license fees), charges and inclusive all costs.

3.2. In case an invoice is under dispute, Supplier has no right to postpone its obligations. Customer has the right to set off amounts it owes to Supplier or any of its Affiliates, against amounts which Supplier or any of its Affiliates owes to Customer.

3.3. Supplier shall send its invoices to Customer within five (5) working days after the date Supplier is entitled to payment under the Purchase Order. Customer may opt to execute the invoicing through electronic communication. Supplier will comply and act in accordance with the applicable rules, regulations and requirements, including any additional invoicing requirements.

### **4. Delivery, warranty and acceptance of the Goods**

4.1. Supplier guarantees that it will supply without delay and interruption the Goods and/or Services. Supplier shall immediately notify Customer of any foreseeable delay.

4.2. Supplier warrants the proper functioning of the Goods and warrants that the Goods will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties shall not be deemed to exclude warranties and/or rights that Customer may have or obtain and shall extend to Customer and its customers.

4.3. BIC Ingredients B.V. is entitled to reject all products delivered to them, which do not comply with the agreed specifications. BIC Ingredients B.V. shall be entitled to charge the supplier for all direct and indirect costs incurred in relation thereto.

4.4. BIC Ingredients B.V. will return all products, which do not comply to the relevant specification, this for account and risks of supplier.

4.5. Changes in composition and/or formulation of the product requires the written approval of BIC Ingredients B.V. and must comply at all times with all regulations including those for composition and labeling; They also must comply with the demands for product safety. The product must be free of microbiological, chemical and physical contamination and at least have a consistent taste, flavor, color and stability.

4.6. Supplier shall perform quality control testing on the raw materials before dispatch.

4.7. Before dispatch BIC Ingredients B.V. will receive a certificate of analyses for every batch delivered to them. BIC Ingredients B.V. and the supplier will agree which aspects need to be analyzed.

4.8. The supplier will keep samples, labeled with production date and batch number for reference by either BIC Ingredients B.V. or the supplier for a period of at least 12 months.

4.9. The supplier is responsible for the packaging material of the product. The supplier shall ensure that the packaging materials meet BIC Ingredients B.V. standards and complies with the specifications

## 5. Quality and complaints

- 5.1. The supplier agrees that BIC Ingredients B.V., or an appointed third party, has the right to perform Quality Audits on a regular basis.
- 5.2. BIC Ingredients B.V. shall notify the supplier in writing of all complaints which they receive relevant to the product supplied. BIC Ingredients B.V. will also enable the supplier to investigate the soundness of the complaint(s).
- 5.3. When the supplier finds out that there are certain quality or technical problems with the product, the supplier will notify BIC Ingredients B.V. immediately by fax , E-mail or any other way of direct written communication. This notification shall include:
  - nature and amount of the product
  - identification numbers (batch no's, production date etc.)
  - any other relevant data, including those that will help to find out which part of the product is at fault.
- 5.4. There will be no recall without the consent of BIC Ingredients B.V. .

## 6. Liability

- 6.1. The supplier is fully responsible for all damage not mentioned in the previous paragraphs, this including damage caused deliberately or by negligence of the supplier, his personnel or any other third party used by the supplier.
- 6.2. The supplier is committed to enter into liability insurance according to BIC Ingredients B.V. standard insurance conditions. When asked for the supplier will give the policy for inspection.
- 6.3. When supplier and /or BIC Ingredients B.V. decide that due to quality or technical problems the finished product need to be recalled, the supplier will give full cooperation. The supplier will not refer to any recall actions to third parties. All actions relevant to the recall (such as communication decisions and information) must be treated highly confidential.
- 6.4. The liability for the costs of withdrawing a final product depends on the cause of the quality or technical problem. The supplier will pay the costs when caused by handling or neglect of the supplier. None of the parties is entitled to occupational damage or indirect losses
- 6.5. In no event shall Customer be liable for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Agreement.
- 6.6. Neither party shall be liable towards the other party for any non-fulfillment of the Agreement to the extent fulfillment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not for its risk and not reasonably foreseeable ("Force Majeure"), provided that the party invoking Force Majeure shall use its best efforts to fulfill its obligations by any means possible. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure. In case a situation of Force Majeure continues for more than thirty (30) days, Customer shall be entitled to (partly) terminate or cancel the Agreement by written notice. Customer may purchase similar goods and/or services from third parties during any period Supplier is unable to fulfill its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes

## 7. Compliance

The supplier shall at all times operate and maintain its premises, plant , machinery, equipment and procedures in strict compliance with all health, safety and environmental laws, regulations, codes of practice and similar guidelines as indicated by local/European authorities.