

## 1 Definitions

1.1 For the purposes of these General Conditions and all related documents, the following terms shall have the following meanings. The definition of a term in the singular also covers the plural form and vice versa, as the context requires.

- a. "Affiliate" of a Party means an entity controlled by, controlling or under common control with that Party where control means the ownership (directly or indirectly) of at least 50% (or such lesser percentage as is the maximum permitted level of foreign investment) of the outstanding stock entitled to vote for election of directors or persons performing a similar function in relation to such entity;
- b. "Apparent Defect" means any defect that can readily be seen on visual inspection;
- c. "Article" means a provision of these General Conditions;
- d. "Confidential Information" means all information, including but not limited to ideas, knowledge, Trade Secrets, data, Personal Data, procedures, substances, samples and the like, which comes to Supplier's knowledge in connection with the contract and its performance and which FrieslandCampina has designated to be confidential or which Supplier can reasonably assume to be confidential as well as all other commercial information relating to FrieslandCampina in whatever form. Confidential Information shall, however, exclude any information of which Supplier can prove supported by documentary evidence that the information:
  - i. was fully in Supplier's possession prior to disclosure by FrieslandCampina without Supplier having an obligation to keep this information confidential towards FrieslandCampina or a third party;
  - ii. already was or subsequently came to be common knowledge at the time of disclosure by FrieslandCampina, otherwise than by an act or omission of Supplier;
  - iii. was acquired by Supplier from a third party that was not bound to keep this information secret;
  - iv. was developed independently by Supplier without any use of information disclosed by FrieslandCampina; or
  - v. must be disclosed by Supplier pursuant to statute, European and/or (inter)national laws, any provision or regulation of a body approved by the government, or a binding and final decision of a court or other public authority. In such case Supplier must immediately inform FrieslandCampina and cooperate with FrieslandCampina to limit the extent of the disclosure by Supplier to what is strictly required.
- e. "Damages" means any and all damages, loss, expenses or detriment, suffered by any Party, howsoever arising under or based on, whether direct, indirect, consequential, special, general, material, immaterial, punitive or other in nature, to the extent and in any way related to the subject matter of the contract;
- f. "Defect(ive)" means any imperfection in or related to Goods and/or Services including, but not limited to, non-compliance with the Specifications and or the Service Levels;
- g. "Direct Damages" means Damages which are reasonably foreseeable at the time of the conclusion of the contract or at the time of the performance, default, or any other relevant event resulting in Damages incurred or to be incurred by or accrued with the relevant Party
- h. "Existing IP" means Intellectual Property rights owned by a Party prior to entering into the contract or intellectual property created outside the scope of and independently of any contract governed by these General Conditions;
- i. "Force Majeure" means an unforeseen event or condition which wholly or partially delays or prevents a Party from performing any of its obligations under the contract and is beyond the control of, and occurs without the fault or negligence of, the Party affected thereby;
- j. "FrieslandCampina Group" means FrieslandCampina N.V. and its subsidiaries and Affiliates;
- k. "FrieslandCampina" means the Party purchasing Goods and/or Services under a Purchase Order;
- l. "Goods" means the product specified in the Purchase Order;
- m. "General Conditions" means this document containing the general purchase conditions of the FrieslandCampina Group;
- n. "Indirect Damages" means any Damages which are not Direct Damages;
- o. "Intellectual Property" means (all registered and unregistered rights in) trademarks, trade names, logos, distinctive signs, trade dress, design rights, inventions, copyrights (including all rights corresponding thereto in both published and unpublished works), patents, pending applications, domain names, URL's and any other addresses for use on the internet, websites, software (including reports, scripts, source code, computer systems and other technical documentation related thereto), data and database rights, rights in Confidential Information, customer lists, "know-how" and any other intellectual property or any similar, corresponding or equivalent rights to any of the foregoing, and including any right to apply for registration of these rights;
- p. "KPI" means any of the key performance indicators agreed between the Parties;
- q. "Material Breach" means any breach of the contract, circumstances or shortcoming which justifies Rescission;
- r. "New IP" means all any Intellectual Property contained in plans, data, drawings, documents, designs, studies, software, inventions, work and the like developed for or created specifically for FrieslandCampina pursuant to a contract governed by these General Conditions;
- s. "Party (ies)" means Supplier and/or FrieslandCampina
- t. "Personal Data" means any information relating to an identified or identifiable individual, such as employees, customers, consumers, business relations and contact persons;
- u. "Processing" means any operation that is performed on Personal Data, whether or not by automatic means, such as collection, accessing, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Data;
- v. "Purchase Order" means any commercial document and first official offer issued by FrieslandCampina to Supplier indicating types, quantities, and agreed prices or fees for the purchase of Goods or Services;
- w. "Recall" means the process in which FrieslandCampina or a third party recalls and actively takes back finished products because they are, or are suspected to be, defective, impure or in any other way partially or wholly unsuitable for their intended purpose;
- x. "Rescission" means any termination which, under the applicable law creates the obligation for the Parties to undo, to the extent permitted, desired and communicated, any performance rendered prior to the date of such termination;
- y. "Services" means activities (to be) performed by Supplier under the contract as stated in a Purchase Order
- z. "Service Levels" means the specifications of the Services as set out in the Purchase Order;
- aa. "Specifications" means the specifications of the Goods set out in the Purchase Order;
- bb. "Supplier" means the Party defined as Supplier in the Purchase Order
- cc. "Trade Secret" means all information which (a) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) has commercial value because it is secret; and (c) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

## 2 Formation of the contract

- 2.1 No contract shall be deemed to have been formed until and in so far as a Purchase Order is accepted in accordance with these General Conditions.
- 2.2 All costs incurred by the Supplier in relation to an offer are for the Supplier's account.

- 2.3 Any reference by the Supplier to its general terms and conditions, for example in an invoice, shall be without any effect whether such references are made orally or in writing.
- 2.4 In the event of a conflict or inconsistency between the body of these General Conditions and any statement of work or other schedule attached to this General Conditions or the Purchase Order, the General Conditions shall prevail.
- 3 Price, payment and security for advance payment**
- 3.1 Unless otherwise expressly provided in the Purchase Order, the price shall be exclusive of VAT but shall include any further applicable costs and rights, adequate packaging, inspections, tests, certificates, import duties, levies, transport, sales tax, and personal income tax.
- 3.2 Unless otherwise agreed in writing and to the extent the Supplier meets its contractual obligations, FrieslandCampina shall initiate payment of invoices within the maximum legal period in force at date of the invoice, according to the nature of the Goods or Service in question. Supplier shall adhere to FrieslandCampina's invoicing (including e-invoicing) routines. Invoices (including e-invoices) shall exclusively be deemed eligible for payment provided they are correctly specified, that they bear the relevant and correct reference or Purchase Order number and the date of the Purchase Order and that they are sent to the correct accounts payable department. Incorrectly specified invoices will be returned to the other Party and may lead to payment delay.
- 3.3 Payment by FrieslandCampina does not in any respect whatsoever imply a waiver of any right under the contract and these General Conditions or law. Payment cannot be regarded as constituting any acknowledgement by FrieslandCampina of the soundness of the delivered Goods and/or the Services rendered and does not release the Supplier from any liability in that regard.
- 3.4 Payment releases FrieslandCampina from all obligations arising from the relevant contract and cannot be regarded by the Supplier as payment of any other alleged claim of the Supplier on FrieslandCampina.
- 3.5 The Supplier shall not raise the agreed prices during the term of the contract. In the event the Supplier is obliged to increase the prices by virtue of a mandatory law provision, then FrieslandCampina shall have the right to terminate the contract with immediate effect.

**Articles Applicable To Goods Purchase**

- 4 Applicability**
- 4.1 Articles 5 up to and including 10 apply, alongside the generic provisions above and below, insofar as the contract between FrieslandCampina and the Supplier relates to Goods to be purchased by FrieslandCampina from or via the Supplier.
- 5 Ordering Process**
- 5.1 The Supplier acknowledges that, in entering into a contract with FrieslandCampina, no volume commitment (other than the volumes stated in the Purchase Order) has been given by FrieslandCampina for Goods from the Supplier and that FrieslandCampina is at all times entitled to enter into other contracts with other Suppliers for the provisions of Goods which are the same as or similar to the Goods. Any forecasts provided by FrieslandCampina to Supplier are non-binding and shall merely represent reasonable estimates for planning purposes only.
- 5.2 Supplier shall deliver all Goods that are ordered by FrieslandCampina via a Purchase Order. Supplier shall confirm said Purchase Order as soon as possible but ultimately within 3 calendar days after receipt of the Purchase Order. If Supplier does not reject the Purchase Order in writing (including email) within 3 calendar days, the Purchase Order is deemed confirmed and a contract is formed.
- 6 Packaging and Delivery**
- 6.1 The Goods must be packaged and preserved in such a way that protection against external forces is guaranteed or in a manner that is appropriate for the Goods. The Supplier is also obliged to follow any reasonable packaging instructions given by FrieslandCampina.
- 6.2 Each shipment shall be accompanied by a duly specified packing note and all the associated documentation. FrieslandCampina is entitled to use this documentation in its sole discretion, including duplication thereof for its own use or for use by companies belonging to the FrieslandCampina Group.

- 6.3 Supplier shall timely provide FrieslandCampina with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, custom clearance, use, treatment, process and storage of the Goods, and with all required certificates of analysis/conformity.
- 6.4 The delivery time commences as soon as the contract is formed and is a firm deadline on penalty of forfeiture of rights. If Supplier does not deliver the Goods prior or at the agreed delivery time, the Supplier shall be in default without any further notice being required. Notwithstanding the before, the Supplier shall notify FrieslandCampina immediately in writing if Supplier becomes aware that it will be unable, for any reason whatsoever, to deliver the Goods on the agreed delivery date or time. In such case, the Supplier shall accelerate and deploy such additional measures as are required to make up for the delay. The additional costs entailed thereby shall be borne by the Supplier.
- 6.5 The delivery conditions for the Goods shall be DAP (Incoterms 2020) at the FrieslandCampina location included on the Purchase Order.
- 7 Transfer of risk and ownership**
- 7.1 The Goods will remain at the expense and risk of the Supplier until they are delivered, in accordance with the applicable Incoterm.
- 7.2 Ownership of the Goods shall pass from the Supplier to FrieslandCampina at the time of delivery, unless (i) otherwise agreed upon between the Parties, or (ii) if the Goods are rejected by FrieslandCampina in accordance with the provisions of Article 8.
- 8 Inspection and quality control**
- 8.1 Without prejudice to any further rights, including rejection of Goods, FrieslandCampina reserves the right to inspect, to check and/or to test the Goods delivered or to be delivered, as well as the facilities of the Supplier, either acting for itself or through another, irrespective of where the Goods, or the facilities in question are located subject to providing reasonable notice. The Supplier shall cooperate with the above. FrieslandCampina can further require a production or confirmation sample, free of charge. The inspection costs shall be borne by the Supplier if the inspected Goods and/or materials fail to meet the Specifications or general requirements as provided for in the Purchase Order
- 8.2 The Supplier acknowledges that FrieslandCampina does not carry out full entrance controls. Any apparent defect will be notified to Supplier as soon as reasonably possible from their discovery. Failure to give Supplier timely notice shall never constitute a waiver of such claims by FrieslandCampina.
- 8.3 If any (part of a shipment or a production batch of the) Goods do not conform to the representations and warranties as set forth in Article 10 and the Specifications, FrieslandCampina may reject, at its discretion, the entire shipment or production batch without any payment becoming due by FrieslandCampina for any part of such shipment or production batch of the Goods and without any liability towards the Supplier.
- 9 Specifications**
- 9.1 Supplier undertakes to sell, to supply and to deliver the Goods to FrieslandCampina in conformance with the Specifications agreed in the Purchase Order.
- 10 Warranties on Goods**
- 10.1 Supplier represents and Warrants to FrieslandCampina that:
- all Goods are suitable for the purpose for which the contract was concluded and compliant with the reasonable expectations of FrieslandCampina relating to the (intended) use, characteristics and/or reliability of the Goods;
  - all Goods strictly comply with the Specifications and all other agreed requirements;
  - all Goods shall be and shall be new, merchantable, of good quality and free from all Defects in design, materials, construction and workmanship;
  - all Goods strictly comply with the quality standards and approved samples;
  - all Goods shall be designed, manufactured and delivered in strict compliance with all applicable laws;
  - all Goods shall be in strict compliance with all regulations, in the country in which they are produced, and delivered, and all other countries which Supplier has been notified of, or is aware of, in which FrieslandCampina will sell products incorporating the Goods;

- g. all Goods are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;
  - h. all Goods shall be delivered free from any and all liens and encumbrances;
  - i. all Goods shall be compliant with all relevant and applicable policies of FrieslandCampina (including but not limited to procedures and corporate social responsibility rules referred to in these General Conditions).
- 10.2 In the event of any failure to meet the Warranties above under Article 10.1, at FrieslandCampina's request and without limiting the other (statutory) remedies available to FrieslandCampina or any of Supplier's obligations pursuant to this General Conditions, Supplier shall:
- a. re-deliver the relevant Goods without additional charge to FrieslandCampina or, at FrieslandCampina's option, or
  - b. refund to FrieslandCampina the amount paid for such Goods.
- 10.3 FrieslandCampina reserves the right to return rejected Goods to the Supplier at Supplier's expense or to retain them at the expense and risk of the other party. If the rejected Goods are stored by FrieslandCampina, Supplier is obliged to collect such Goods from FrieslandCampina within two days of receiving a request to do so. If the Goods are not collected, FrieslandCampina is free to act as it sees fit.
- 10.4 Without prejudice to any other rights accruing under the agreement or law, the Warranties set forth in Article 10 will subsist for a period of thirty-six (36) months from the date of delivery of the Goods, or such other period as agreed. Goods repaired or replaced within the Warranty term are Warranted for the remainder of the original Warranty term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.
- 10.5 The Warranties contained in this General Conditions are not exhaustive and shall not be deemed to exclude any Warranties set by law, Supplier's standard Warranties or other rights or Warranties which FrieslandCampina may be entitled to. These Warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and provision, inspection, acceptance and payment and shall extend to FrieslandCampina and its customers.

#### Articles Applicable To Services Purchase

#### 11 Applicability

- 11.1 Articles 12 up to and including 15 apply, alongside the generic provisions above and below, insofar as the contract between FrieslandCampina and the Supplier relates to Services to be received by FrieslandCampina from or via the Supplier.

#### 12 Ordering Process

- 12.1 The Supplier acknowledges that, in entering into the contract, no volume commitment has been given by FrieslandCampina for Services from the Supplier and that FrieslandCampina is at all times entitled to enter into other contracts with other Suppliers for the provisions of Services which are the same as or similar to the Services. Any forecasts provided by FrieslandCampina to Supplier are non-binding and shall merely represent reasonable estimates for planning purposes only.
- 12.2 Supplier shall render the Services that are ordered by FrieslandCampina via a Purchase Order. Supplier shall confirm said Purchase Order as soon as possible but ultimately within 3 calendar days after receipt of the Purchase Order. If Supplier does not reject the Purchase Order in writing (including email) within 3 calendar days, the Purchase Order is deemed confirmed and a contract is formed.

#### 13 Execution

- 13.1 The Supplier shall complete the Services within the agreed period of time in accordance with a schedule approved in writing by FrieslandCampina. Exceeding this period places the Supplier in default without notice of default being required. The Supplier shall give FrieslandCampina timely advance notice of the progress of and the possibility of the period being exceeded. That advance notice does not release the Supplier from its liability in the event of the term actually being exceeded. The Supplier will inform FrieslandCampina in writing when it judges that it has completed

the agreed work. FrieslandCampina will inform the Supplier whether it accepts the completed work within fourteen days of receiving that notification. The fact that FrieslandCampina has put the work into operation cannot be deemed to constitute its acceptance. The acceptance of the completed work does not cancel the rights of FrieslandCampina with regard to Defects, irrespective of whether FrieslandCampina has discovered or could reasonably be expected to have discovered them during the acceptance period and not reported them to the Supplier.

- 13.2 If and insofar as the work is performed at FrieslandCampina's location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. The Supplier is obliged to carry out the work outside of those working hours on FrieslandCampina's first request. Travelling and waiting times do not constitute worked time and can only be charged to FrieslandCampina if that has been expressly agreed in writing between FrieslandCampina and the Supplier.

- 13.3 The Supplier shall arrange at its own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of the Services and/or the employment of personnel.

#### 14 Service Levels

- 14.1 Supplier undertakes to provide the Services to FrieslandCampina in conformance with the Service Levels as agreed between the parties (or as provided by FrieslandCampina).

#### 15 Warranties on Services

- 15.1 Supplier represents and Warrants to FrieslandCampina that:
- a. all Services are suitable for the purpose for which the contract was concluded and compliant with the reasonable expectations of FrieslandCampina;
  - b. Services strictly comply with the Service Levels and all other agreed requirements;
  - c. all Services shall be in strict compliance with all applicable laws and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising;
  - d. all Services shall be compliant with all relevant and applicable policies of FrieslandCampina (including but not limited to procedures and corporate social responsibility rules referred to in these General Conditions);
  - e. all Services shall be performed in a workmanlike and professional manner, commercially diligent basis, in accordance with the generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of FrieslandCampina, and are performed using materials free from Defects.
  - f. the Supplier warrants that the Services will at all times be carried out with due observance of all statutory and other governmental provisions concerning the payment of social insurance contributions and taxes, safety, the environment, hygiene, product designations or other matters as applicable under the relevant law and at the location of the work. All costs of measures, including repair measures, needed to meet these provisions or that may be needed to meet them, and all penalties and or Damages resulting from non-compliance with these provisions, shall in all cases be paid by Supplier, even if they are initially borne by FrieslandCampina.
- 15.2 In the event of any failure to meet the Warranties described above under Article 15.1, at FrieslandCampina's request and without limiting the other (statutory) remedies available to FrieslandCampina or any of Supplier's obligations pursuant to this General Conditions, Supplier shall:
- a. re-perform the Services without additional charge to FrieslandCampina or, at FrieslandCampina's option,
  - b. refund to FrieslandCampina the amount paid for such Services.
- 15.3 Without prejudice to any other rights accruing under the agreement or law, the Warranties set forth in Article 15 will subsist for a period of thirty-six (36) months from the date of acceptance of the Service, or such other period as agreed. Services re-delivered within the warranty term are Warranted for the remainder of the original warranty term of said Services, or twelve (12) months following the delivery date of such re-delivered Services, whichever is longer.
- 15.4 The Warranties contained in this General Conditions are not exhaustive and shall not be deemed to exclude any Warranties set

by law, Supplier's standard Warranties or other rights or Warranties which FrieslandCampina may be entitled to. These Warranties shall survive any provision, inspection, acceptance and payment of the Services and shall extend to FrieslandCampina and its customers.

#### Generic Articles

#### 16 Safety And On-Site Instructions

16.1 If, for the delivery of the Goods, Supplier will be present at one of the locations of FrieslandCampina, Supplier shall at all times adhere to the applicable hygiene and safety rules on the location of FrieslandCampina. Suppliers must train all their employees with respect to the '7 Life-Saving Rules' who will be present at a FrieslandCampina location and adhere to the applicable safety compliance rules. For clarification purposes, this Article shall not be understood or interpreted that FrieslandCampina is responsible for the safety of Supplier or its employees, which is the responsibility of the Supplier.

#### 17 Quality

17.1 Supplier may only deliver Goods or provide Services to FrieslandCampina if and for as long as Supplier strictly complies with the FrieslandCampina Supplier Quality Manual as provided by FrieslandCampina.

#### 18 Intellectual Property Rights

- 18.1 FrieslandCampina shall be the owner of New IP. Supplier shall effect and give its full cooperation to an irrevocable transfer of New IP to FrieslandCampina free and clear of any encumbrances and shall execute all documents and take all actions necessary to do so.
- 18.2 Each Party shall at all times remain the owner of all Existing IP, and none of the Parties transfers, by operation of this General Conditions, to the other Party (or to any other party, for that matter) any Existing IP.
- 18.3 However, in case Existing IP is incorporated in New IP, Supplier shall procure that FrieslandCampina shall have a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable and freely transferable right to use such Existing IP for the purpose of using the New IP.
- 18.4 All drawings, documents or materials provided to Supplier by FrieslandCampina are the property of FrieslandCampina and may at all times be claimed by FrieslandCampina without notice. Supplier shall administer all these drawings, documents and materials and keep them in good condition at its own expense and risk. Supplier shall not use them for, or allow them to be used by third parties, except with FrieslandCampina's prior written consent.
- 18.5 The Supplier is obliged to return drawings, documents and materials issued by FrieslandCampina on the first request of FrieslandCampina and in all cases upon termination of the contract. The risk concerning the aforementioned drawings, documents and materials is borne by the Supplier until such drawings, documents and materials are returned. The Supplier will check the drawings, documents and materials for accuracy and mutual cohesion prior to commencing execution of the contract and will report deviations and inaccuracies to FrieslandCampina, in the absence of which the Supplier will be liable for all Damages and costs suffered by FrieslandCampina in that regard.
- 18.6 The Supplier shall refrain from using the drawings, documents and materials issued by FrieslandCampina for purposes other than those for which they were provided and will not reproduce them in full or in part, by any means whatsoever, issue them to third parties or show them to third-parties.
- 18.7 Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other Intellectual Property right of FrieslandCampina or any other company of the FrieslandCampina Group without having obtained the prior written consent of FrieslandCampina. Any authorized use shall be strictly in accordance with the instructions of and for the purposes specified by FrieslandCampina.
- 18.8 The Supplier guarantees to FrieslandCampina that the use (including sale or delivery) of the Goods delivered to FrieslandCampina does not infringe any right of intellectual or industrial property belonging to a third-party.

#### 19 KPI and Contingency

19.1 The quality of the Goods and the Services is of utmost importance to FrieslandCampina. Therefore, where applicable, the Parties shall

agree on strict procedures to report the quality of the Goods, the Goods deliveries and the Services and to efficiently and effectively settle any complaints in respect thereof.

- 19.2 Supplier's performance shall be measured and evaluated according to the KPIs agreed between the Parties.
- 19.3 For each KPI that is not achieved, Supplier shall provide FrieslandCampina with a description of the problem(s) that led to the KPI not being achieved. Additionally, Supplier shall provide an action plan describing the measures that shall be taken by Supplier in order to improve its performance with respect to the unachieved KPI.
- 19.4 Failure to achieve the KPI's shall result in the consequences set out in the contract and/or termination by FrieslandCampina upon ten (10) working days' notice without prejudice to the right of FrieslandCampina to claim the actual Damages it sustained as a result of such a breach.
- 19.5 FrieslandCampina will measure the actual performance of Supplier on a set of topics and will provide structural feedback to Supplier on its performance in respect of overall cooperation score, quality, timing, cost and communication.
- 19.6 Upon request from FrieslandCampina Supplier shall have an adequate contingency program in place which is approved by FrieslandCampina and which guarantees the timely and continued delivery of Goods or Services.

#### 20 Recall

- 20.1 in the event of a Recall because the Supplier delivered Defective Goods or rendered Defective Services, the Supplier shall:
- provide active and full cooperation to FrieslandCampina to determine the cause of the incident resulting to the Recall;
  - provide reasonable assistance in developing a recall strategy and shall cooperate in monitoring and executing the recall operation and in preparing such reports as may reasonably be required; and
  - not take any action or make any statement in relation to the Recall or to any involvement of the Parties related to the Recall, unless this is explicitly approved in writing by FrieslandCampina.
- 20.2 In the event the Recall is primarily the result of any fault or omission attributable to Supplier, including, without limitation, supplying Defective Goods or rendering Defective Services, Supplier shall indemnify FrieslandCampina and hold FrieslandCampina harmless against any and all Damages suffered by FrieslandCampina as a result of such Recall, including but not limited to reimbursing FrieslandCampina for the price paid by FrieslandCampina for the Goods or Services, and the reasonable costs for inspection, testing, removal from the market of products, the cost of destruction, customer fines/fees related to the Recall, the value of the FrieslandCampina products which contains, came in contact with, the Goods and/or otherwise is necessary to recall due to the recall, labor and shipping. If the Parties are equally at fault for such Recall, the Parties shall share such losses, Damages, liabilities, costs and expenses equally. This indemnification is unlimited and is therefore not limited by Article 21.

#### 21 Liability

21.1 Neither Party shall be liable to the other Party for Indirect Damages, unless explicitly mentioned otherwise in a contract or these General Conditions.

#### 22 Indemnity

- 22.1 Supplier shall indemnify FrieslandCampina and its Affiliates against all claims, losses, Damages and expenses of whatsoever kind or nature, which may be asserted against or be incurred by FrieslandCampina or any third party, including (but not limited to) those resulting from injuries to any person or damage to any property, arising from or in connection with (i) any act, omission or failure to act of the Supplier (or anyone acting under its direction or control or on its behalf), (ii) any imperfection or Defect in the Goods or Services, or (iii) any breach of any of the provisions of the General Conditions by the Supplier (or anyone acting under its direction or control or on its behalf).
- 22.2 Supplier indemnifies FrieslandCampina on its first request against any action by third parties based on the claim that any one or more of the Goods or Services delivered by Supplier constitutes an infringement of their Intellectual Property rights and/or any other (property) rights in respect of the Goods or Services. The Seller

shall be liable for full reimbursement of all costs and Damages that the FrieslandCampina might incur as a result of claims by third parties based on any right referred to above. FrieslandCampina's approval of drawings, documents and materials and other notifications or information issued by or on behalf of the other party does not affect or diminish the obligations of the Supplier under this article and these General Conditions. This indemnification is unlimited and is therefore not limited by Article 21.

### 23 Insurance

- 23.1 Supplier shall obtain and maintain a policy of insurance giving coverage in respect of its obligations and risks under this General Conditions.
- 23.2 Upon FrieslandCampina's written request, Supplier shall provide FrieslandCampina with the certificate(s) evidencing such cover.

### 24 Confidential Information and Know-how

- 24.1 Supplier shall keep confidential all Confidential Information and shall not disclose or publish anything with regard to such matters without the prior written permission of FrieslandCampina.
- 24.2 Supplier shall not make any announcements to third parties, in particular to the consumer and trade press, about FrieslandCampina, the existence or contents of the relationship with FrieslandCampina or the activities undertaken or to be undertaken by Supplier for FrieslandCampina, unless prior written consent has been obtained from FrieslandCampina. Supplier shall not use any of FrieslandCampina's proprietary items, such as Trade Secrets, market reports, trademarks or FrieslandCampina's name, for any other purpose than authorized in this General Conditions. In particular, Supplier shall not use such proprietary items in order to promote its own business on web sites, in flyers or brochures and trade fairs.
- 24.3 Supplier shall impose obligations that are no less stringent than the obligations imposed on it by Article 24.1, on its employees or third parties that it has engaged for the performance of the contract. Supplier guarantees that these employees or third parties, as the case may be, will not act in breach of the obligation of secrecy and the prohibition on publication.
- 24.4 The confidentiality obligation and the prohibitions (on publication) referred to in this Article shall continue to be in force following the termination of the contract and shall apply for 5 years from the date of disclosure.

### 25 Penalties

- 25.1 If Supplier breaches Article 18 and/or Article 24 a penalty of € 5,000 per day that the breach continues shall immediately be due, without notice of such breach being required, without prejudice to the right of FrieslandCampina to claim the actual Damages it sustained as a result of such a breach. Such breach will constitute a Material Breach.

### 26 Personal Data

- 26.1 In case the Services provided by the Supplier under these General Conditions involve the Processing of Personal data the Parties agree the following:
- Supplier shall comply with all privacy and data protection laws and regulations applicable to its Services;
  - Supplier shall act only on the written instructions from FrieslandCampina and for the purposes of providing the Services. Supplier shall deal promptly and appropriately with inquiries of, and instructions from FrieslandCampina related to the Processing;
  - Supplier shall implement appropriate technical and organizational security measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other forms of unlawful processing including, but not limited to, unnecessary collection or further processing. If requested Supplier shall submit its relevant processing systems, facilities and supporting documentation to an inspection or audit by FrieslandCampina, a third party as assigned by FrieslandCampina, or a competent public authority;
  - Supplier shall only permit sub-processors to process Personal Data based on prior written approval of FrieslandCampina;
  - Supplier shall promptly, and in any case within forty-eight (48) hours, inform FrieslandCampina if it detects or reasonably suspects a data security breach (any unauthorized acquisition, destruction, access, use, loss, alteration or

disclosure of Personal Data, or temporarily unavailability of Personal Data and Supplier shall promptly take adequate remedial measures;

- Supplier shall upon termination or expiration of the contract, at the option of FrieslandCampina, return any Personal Data and copies thereof to FrieslandCampina and/or shall securely destroy such Personal Data; and
- the Supplier shall adhere to the obligations set out in a data processing agreement.

### 27 Business Practices Principles

- 27.1 Supplier agrees to adhere to the FrieslandCampina group's business practice principles.

### 28 Force Majeure

- 28.1 Neither Party shall be liable for any failure or delay in fulfilling any term of a contract, to the extent that fulfilment has been delayed, hindered, interfered with or prevented by an event of Force Majeure.
- 28.2 An event shall in any event be deemed to be within the control of Supplier if:
- it is due to a breach of the contract or failure of Supplier, any of its Affiliates and/or any of its Subcontractors; or
  - it is a site-specific strike, labour or employment dispute, or difficulty or other concerted act of workmen whether direct or indirect among the personnel of Supplier, any of its Affiliates and/or any of its Subcontractors.
- 28.3 On the occurrence of any event of Force Majeure the Party so affected shall:
- immediately give verbal notice of such event to the other Party and promptly confirm that notice in writing; and
  - use best efforts to mitigate the effect of such event of Force Majeure upon the fulfilment of its obligations under the contract as soon as possible.

- 28.4 If, due to any event of Force Majeure, Supplier shall be excused the performance of all or a substantial part of its obligations under a contract for a period exceeding thirty (30) days, FrieslandCampina may Terminate the contract by giving ten (10) days written notice to Supplier.

- 28.5 If FrieslandCampina so requires, Supplier shall take appropriate measures to protect any finished or unfinished parts of its work against deterioration as a result of the early termination of the contract and/or shall finish activities as specified by FrieslandCampina. Supplier's activities shall be reimbursed by analogy with the relevant provisions of this General Conditions, provided that Supplier complied with its duty to minimize costs and to incur only those costs that are inevitable and reasonable.

### 29 Miscellaneous

- 29.1 Except as otherwise provided herein, Supplier shall not, but FrieslandCampina may assign, delegate or subcontract to a third party the performance of the contract or any part hereof without the prior written consent of the other Party.
- 29.2 The invalidity, illegality or unenforceability of any provision of these General Conditions, shall not affect the other provisions and the General Conditions shall be given effect as if the invalid, illegal or unenforceable provision had been deleted.
- 29.3 Nothing in these General Conditions shall be construed so as to create or deem a partnership between the FrieslandCampina Group and the Supplier or to deem Supplier as a representative of or employee of the FrieslandCampina Group, and Supplier shall not be entitled to bind the FrieslandCampina Group, whether in contract or otherwise, in relation to third parties.
- 29.4 No waiver of any term, provision or condition of the contract shall be effective, except where it is clearly made in writing and signed by the waiving Party. No waiver of any particular breach of the contract shall be held to be a waiver of any other or subsequent breach.

### 30 Termination

- 30.1 Without prejudice to any remedy which one Party may have against the other, either Party may terminate the contract in whole or in part, with immediate effect without judicial intervention by giving written notice to the other:
- in the event the other Party has committed a serious breach of any of its obligations under the contract, and has failed to remedy the same within a period of 30 calendar days after it has been notified of said breach, unless this breach by its

- nature cannot be remedied in which case the contract can be Terminated with immediate effect;
- b. if the other Party becomes the subject of proceedings in bankruptcy or under insolvency laws or for receivership, liquidation (voluntary or otherwise), or dissolution; or
  - c. in accordance with Article 28.4 of these General Conditions.
- 30.2 Where Supplier substantially fails to achieve the agreed upon KPIs, FrieslandCampina, in its sole discretion, may terminate the contract upon ten (10) working days' written notice.
- 30.3 If FrieslandCampina exercises its right to Terminate, Supplier's rights under the contract shall cease to exist and cannot be enforced. Supplier shall not have any rights to any compensation or any other rights in relation to the Termination.
- 30.4 Within ninety (90) days of termination of the contract by FrieslandCampina for any reason, FrieslandCampina may, at its option, purchase any work in process and/or Raw Materials that Supplier has purchased exclusively for FrieslandCampina in accordance with this General Conditions for the production of the Goods. FrieslandCampina shall pay Supplier's direct cost for work in process, and Supplier's purchase price from its suppliers for components used in the Goods.
- 30.5 Upon the effective date of termination of the contract for any reason whatsoever, Supplier shall immediately deliver to FrieslandCampina all Specifications (and copies thereof), artwork, labels, bottles, all premiums and packaging materials purchased by FrieslandCampina and all Goods, Raw Materials and equipment, moulds, tablet press tooling or proprietary materials provided by, or purchased on behalf of FrieslandCampina. Supplier will remove all such equipment, moulds and tablet press tooling from its production facility and make such equipment, moulds and tooling available for pickup at its production facility by a carrier designated by FrieslandCampina. All delivery, removal and transportation costs incurred in connection with this Article shall be borne by FrieslandCampina except in the event FrieslandCampina terminates the contract pursuant to Article 30.1, in which case all such reasonable costs shall be borne by Supplier.

### 31 Continuity

- 31.1 Upon Termination of the contract, for whatever reason, Supplier shall provide all assistance reasonably required to facilitate the orderly transfer of the supply of the Goods and the provision of the Services to FrieslandCampina or a successor supplier nominated by FrieslandCampina. The obligations in respect of such assistance shall be in addition to and not in substitution for the other obligations under this General Conditions. Supplier shall perform this assistance at its own cost and expense.
- 31.2 Upon Termination of the contract, FrieslandCampina or any successor supplier shall be entitled to receive and have access to all other information as may be reasonably required for FrieslandCampina or a successor supplier to continue the supply of the Goods and the provision of Services.

### 32 Incoterms and AEO (Authorised Economic Operator) Certificate

- 32.1 The commercial terms used in these conditions or other agreements between the parties shall be interpreted and construed in conformity with the provisions of the most recent version of the Incoterms.
- 32.2 The other party guarantees that it is either (i) a holder of a combined AEO certificate for Customs Simplifications and Safety or (ii) has submitted an application for such an AEO certificate or (iii) is able to issue a statement signed by the other party's board of management with regard to "safety and security" as referred to in the "Common format of security declarations for AEOS and AEOF" of the European Commission (reference number TAXUD/2007/1729).

### 33 Applicable Law And Dispute Resolution

- 33.1 All contracts between FrieslandCampina and the other party are subject to the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is however excluded.
- 33.2 Any disputes between the parties that result from or are otherwise connected with any contract and/or these General Conditions and that fall under the jurisdiction of the civil bench of a court, shall be exclusively settled by the competent courts in Amsterdam, the Netherlands.