

# General Purchase Conditions of Royal Ingredients Group B.V. Alkmaar, The Netherlands.

Chamber of Commerce Identity number 68643551

## 1. Applicability

1.1 These purchase conditions are applicable to and are part of all purchase agreements concluded by Royal Ingredients B.V. (the purchaser).

1.2 The purchaser does not accept any general conditions of sale of the seller/ supplier (the supplier) except if and in as far as they have been accepted by the purchaser in writing.

1.3 If the purchaser's order confirmation contains any conditions, which deviate from these general conditions, the condition in the purchaser's order will prevail.

## 2. Agreement

2.1 All purchases by the purchaser must be confirmed by the purchaser in writing (i.e. by fax and/or mail and/or electronic mail).

2.2 An order is only binding for the purchaser if it has been confirmed in writing by a duly authorized representative of the purchaser's office.

2.3 The supplier is deemed to have accepted the purchaser's order, unless he has notified the purchaser in writing to the contrary within ten working days after the date the confirmation of the purchaser has been sent to the supplier.

2.4 The supplier is also deemed to have accepted the purchaser's order if he has started the execution of the order.

2.5 Order confirmations from the supplier, which deviate from the purchaser's order confirmations, are only binding to the purchaser in as far as the purchaser has accepted such deviations in writing.

2.6 The purchaser's order may contain an abbreviated Incoterm condition (e.g. FOB, CIF, etc.); these Incoterm conditions are to be

interpreted according to the most recent definitions published by the I.C.C.

2.7 The purchaser's delivery instructions form part of the agreement.

2.8 In case the supplier does not fulfill delivery in accordance to the contracted terms and to the general purchase conditions of Royal Ingredients B.V., the purchaser reserves all rights to cancel this and other purchase agreements with the supplier.

## 3. Price

3.1 The price in the purchaser's order confirmation is firm and exclusive of VAT, unless otherwise stipulated.

3.2 The price in the purchaser's order confirmation includes the cost of clean, sound and suitable seaworthy packing material.

## 4. Delivery

4.1 The supplier shall deliver the goods in conformity with the agreed specifications, brand and/or markings and fully in accordance with the agreed terms of delivery.

4.2 The sole fact of exceeding the time of delivery constitutes default for the supplier, i.e. without any notice or "terme de grace" being required. In such a case the purchaser has got the option to cancel the order in whole or in part, or to require delivery in whole or in part, and in all events to claim damages. This includes all losses and damages caused by replacement purchases.

4.3 Delivery shall include all analysis reports, certificates, test reports, etc. as specified in the purchaser's order and/or the purchaser's delivery instructions.

with the agreed specifications, the supplier shall, at the purchaser's request, replace at the supplier's expense and risk all goods and

4.4 The goods will be for the account and risk of the supplier during transportation to the agreed place of delivery.

4.5 For each delivery or partial delivery the supplier shall send a delivery notification to the purchaser prior to the dispatch of the goods.

4.6 The purchaser may require the co-delivery of one or more representative samples. The cost thereof will be borne by the supplier.

5. Testing and inspection of the goods prior to delivery.

5.1 At the purchaser's request the supplier shall enable the purchaser to audit the quality and/or the state of the goods prior to delivery and/or the state and the progress of the manufacturing of the goods. Such testing, inspection and/or verification does not affect the liability of the supplier under the agreement with the purchaser. The purchaser may have a third party to carry out the testing, inspection and/or verification.

5.2 The supplier shall provide the person(s) carrying out the testing, inspection and/or verification with such equipment and information as they may reasonably require.

5.3 If the results of the testing, inspection and/or verification are not to the reasonable satisfaction of the purchaser, the purchaser is entitled to cancel the order without prejudice to his other rights and without the seller being entitled to any compensation.

6. Guarantee

6.1 The supplier guarantees that the goods are in conformity with the specifications and description in the purchaser's order and that they are suitable for human consumption or to be used in the manufacturing of products which are intended for human consumption.

6.2 The applicability of article 7:23 BW (Dutch Civil Code) is excluded.

6.3 If the goods turn out not to be in accordance

products produced with the goods by the purchaser or by a third party. This obligation of supplier includes the obligation to carry out a recall of the goods and/or products produced with the goods.

6.4 In case the goods are not in conformity with the agreed specifications, the purchaser is entitled, of so desired, to require the supplier to make good any deficiencies, or to provide a new delivery, or to dissolve the agreement. In all events the purchaser is entitled to compensation of damages. If the purchase price has not been paid (in full) the purchaser is entitled to withhold the (unpaid portion of the) payment until the supplier has carried out his obligations under the agreement and/or to set off the unpaid portion of the payment against the amount of damages he is entitled to.

6.5 The supplier shall comply with all legal regulations of any nature, which have to be fulfilled in connection with the manufacturing, storage, transportation and delivery of the goods to the agreed destination.

6.6 The supplier holds the purchaser not accountable for any claims from the third parties in connection with the goods delivered by the supplier under the agreement, e.g. (and not limited to):

6.6.1 in the event of non-compliance with article 6.5 by the supplier;

6.6.2 in the event the goods are not in conformity with the agreed specification and/or;

6.6.3 in the event of a claim by the purchaser or third party based upon product of liability.

6.7 The supplier guarantees a minimum remaining shelf life of the goods at time of delivery of 2 years, unless otherwise has been agreed in writing. Registration on packing and document shall be in conformity.

7. Deviations

7.1 Approval by the purchaser of any specifications, samples or other information

from the supplier shall not imply approval of any condition deviating from the specifications in the purchase order if not confirmed explicitly in writing by a duly authorized representative of the purchaser.

7.2 If the goods delivered by the supplier upon delivery do not meet the agreed specifications, the purchaser will inform the supplier by fax and/or mail and/or electronic mail of his findings. If the supplier does not agree with these findings, certified experts will be nominated by the parties to verify the quality of the goods against specifications in the agreement. The findings of such experts will be binding for both parties. The expenses of the expert will be for account of the party whose position in respect to the quality of the goods turns out to be contrary to the findings of the experts.

#### 8. Secrecy

The supplier will treat as confidential all information provided by the purchaser and shall not make such information available to any third party, except and in as far as this is necessary in connection with the performance of the supplier under the agreement. This condition remains in force also after the agreement has been carried out or dissolved.

#### 9. Packing

9.1 Unless specifically agreed otherwise in writing and prior to loading, all purchaser's orders are to be supplied in the packaging as confirmed by the purchaser in the Purchase Contract.

Furthermore, no suppliers' marks, signs, logos, documentation or references of any other kind are to be included, printed or attached to the packaging, pallets, slip sheets or any other place of the interior or exterior of the container or truck.

Failing compliance with this instruction, the purchaser reserves the right to reject the goods whether at origin or at destination which will then be kept at the supplier's disposal for collection. Any costs resulting from such a situation will be for the supplier's account and will be charged by the purchaser to the supplier.

#### 10. Trademarks and patents

10.1 The supplier holds the purchaser not accountable for all claims from third parties resulting from the use by the supplier of any trademarks, brands or indications of whatever nature in respect to the goods.

10.2 The supplier holds the purchaser not accountable for all claims of third parties, based upon a patent which is, or may have been infringed by the supplier/manufacturer and/or the use of the goods anywhere in the world.

#### 11. Payment

11.1 The purchaser shall pay the agreed price 30 days after receipt of the invoice and the documentation as agreed upon, unless otherwise has been agreed in writing.

11.2 The purchaser is entitled to set off any claims against the supplier and/or against any company which is affiliated to the supplier.

#### 12. Applicable law

12.1 The agreement is governed by Dutch law.

12.2 The applicability of the UN Convention On Contracts For the International Sale of Goods (CISG), concluded in Vienna on 11 April 1980, is excluded.

#### 13. Disputes

13.1 All disputes that arise from or in connection with the agreement or further agreements resulting there from will be subject to the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands. Except that the purchaser has the option to submit the dispute to the competent court at the location of the headquarters of the supplier, or the offices of the supplier that have actually been involved in the conclusion of the agreement or to submit the dispute to arbitration.

13.2 In case of arbitration, such arbitration will take place in Amsterdam, in English and the disputes will be finally settled by three arbitrators, in accordance with the Arbitration Rules of The Netherlands Arbitration Institute (Nederlands Arbitrage Instituut).

Royal Ingredients B.V.  
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