

ORANA GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope of Application

These General Terms and Conditions of Purchase (hereinafter referred to as the Terms) apply to all offers, purchases and supplies to the Orana Group companies (hereinafter referred to as OGR). The Seller's potential sales and delivery conditions shall not apply unless they are accepted in writing by the purchasing Orana Group company (hereinafter referred to as the Buyer).

2. Offers

Unless otherwise agreed in writing, the offer made by the Supplier shall remain in force for 30 days after receipt thereof by the Buyer.

3. Order Confirmation

Only written Purchase Orders (PO) are valid. The Seller is obliged to send an order confirmation to the Buyer. If the Seller does not protest against the contents of the Purchase Order within 7 days from receipt, the Buyer is entitled to consider the order as accepted by the Seller.

4. Price and Delivery

All prices are fixed and should be in a currency agreed upon by the Seller and Buyer.

If the Parties have agreed on various delivery dates, possibly by way of a framework contract on regular delivery, the price shall hold good for all deliveries under such contract unless otherwise expressly agreed by the Parties.

Delivery terms must be agreed upon (INCOTERMS 20w0) when or before PO is issued.

The Buyer reserves the right to change the delivery address. The required delivery date or shipment date is stated in the Buyer's

written PO and confirmed in Seller's order confirmation.

If the supplies are based on pre-shipment samples, dispatch shall not take place until such samples have been approved by the Buyer. All supplies shall be in full compliance with the pre-shipment samples. If not, the Buyer is entitled to reject goods. In case of rejection of goods, the delivery shall be deemed delayed with the consequences stated in clause 6 below.

If the supplies are based on a certificate of analysis or a product specification, dispatch shall not take place until such documents have been approved by the Buyer. All supplies shall be in full compliance with the certificate of analysis or product specification. If not, the Buyer is entitled to reject such goods. In case of rejection of goods, the delivery shall be deemed delayed with the consequences stated in clause 6 below.

5. Payment

Payment terms should be agreed upon by both Parties when or before PO is issued.

6. Delay

Only delivery on the agreed date or up to a maximum of two (2) business days before this date will be considered a timely delivery. Any delay must be informed to the Buyer in advance. If the delay is not acceptable to the Buyer, the Buyer reserves the right to cancel the order.

If the Supplier rescinds his order confirmation, the Buyer is entitled to claim compensation from the Supplier in accordance with national law in the country of residence of the Buyer.

Each party has the right to revoke the contract without notice if the fulfilment of the contract is delayed for more than two months due to a force majeure event.

7. Packaging and Labelling

The Seller must ensure that all products are delivered in appropriate packaging. All products must be packed in accordance with the specifications specified in the Buyer's order. If particular packaging is required, it is included in the product price.

Each delivery must be accompanied by the relevant documents as indicated in the purchase order. However, as a minimum the following documents must be accompanied: delivery note and copy of CoA unless otherwise agreed.

8. Defective subject of sale

The Seller warrants that the delivery is free from defects of any kind within product shelf life provided that the products are stored as recommended by the Supplier. In case of deficiencies found within the shelf life, the Buyer can plead on the general default rules of the national law in the country of residence of the Buyer.

In case of defects in the goods supplied, the Buyer is entitled to demand a credit note or a replacement delivery or to make covering purchases. If the Buyer demands a replacement delivery, such delivery shall take place as soon as possible, and the Supplier shall pay all costs relating thereto.

If the Buyer is able to prove to the Supplier that it has suffered a loss, the Supplier shall be liable according to the general rules of the national law in the country of residence of the Buyer for the loss suffered by the Buyer OGR in case of any defect.

If any defect is detected in the goods supplied to the customers of the Buyer, the Buyer is entitled to recall such goods suspected to be defective at the Supplier's expense and risk.

The products supplied to the customers of the Buyer must often be included in other food

stuff products. In the event of any defect rendering it necessary to destruct products in which the supplied goods are included, the Supplier shall indemnify the Buyer for costs or losses in that respect inflicted on the Buyer by its customers.

9. Quality system and control

The Seller is always required to have a quality system which is ISO certified, or a system that has a certification of a similar standard. The Buyer shall have full access to audit the Seller's quality system at the Seller's place of business and at the Seller's other locations.

10. Product Liability

In case of product liability the current rules of the national law in the country of residence of the Buyer will apply.

The Seller is obliged to indemnify the Buyer for any product liability claim brought to him by an injured third party.

The Seller shall at all times have a valid product liability insurance with coverage of at least EUR 500,000. The Buyer may request to see the policy and receipt for the last premium payment.

11. Force Majeure

Neither party shall be liable to the other party if an event otherwise giving rise to liability is due to force majeure, i.e. any event beyond the control of such Party which cannot reasonably be controlled or avoided and which could not be anticipated by such Party at the time of concluding the contract such as fire, water damage, natural disaster, war, mobilisation or unforeseen military drafting, requisitioning, confiscation, revolt, civil unrest, currency restrictions, general scarcity of goods, power restrictions, export and import prohibitions, strikes in contravention of collective agreements and other similar force majeure events.

The party invoking the force majeure events set out above shall immediately notify the other party if the performance of an obligation is prevented or postponed due to force majeure.

If the Supplier is prevented from delivering the goods due to the events set out above, and such events last more than 30 days, the Buyer is entitled to cancel its order and the Supplier is not entitled to any damages or compensation as a result thereof.

12. Intellectual property rights

The Seller warrants that the delivery does not violate intellectual property rights of any third Party.

13. Supplier Expectation / Code of Conduct

The Seller warrants that the Seller is in full compliance with the OGR Code of Conduct available on www.orana.eu/companyprofile7.html. The compliance is in relation to social practices, work place health and safety and environmental health and safety. The OGR Code of Conduct is considered an integral part of these Terms.

14. Environmental clauses

Regarding the use of chemical substances the Seller guarantees that the delivery complies with the European “REACH” – Regulation (EU Regulation 1907/2006) and also the relevant CE marking directives and there to related guidance. The Seller must be able to present their respective statements of compliance on the Buyer’s request within 24 hours.

With regard to ozone-depleting substances, the Seller must prove that the use is permitted under the EU Regulation 2037/2000 on substances that deplete the ozone layer.

The Seller agrees that the Buyer, either itself or through a third party can carry out an unannounced audit to see if the above guidelines are followed. The Seller shall at all times permit such inspections.

15. Governing law, Jurisdiction and Disputes

Any dispute between the parties shall be governed by the national law in the country of residence of the Buyer.

16. Confidentiality

Any and all material disclosed to the Supplier by OGR shall be deemed confidential unless information, documents, recipes, samples, specifications, etc. are deemed to be within the public domain, or unless OGR has allowed in writing that such information, documents, recipes, samples, specifications, etc. shall be exempt from this Clause on confidentiality.

At the request of OGR/the Buyer, the Supplier is obliged to return any and all disclosed confidential material subject to the above clause and to destroy all available copies of such material.

OGR/the Buyer is entitled to have an injunction granted without any provision of security against any breach of these Terms and to claim compensation for all costs incurred in that respect, including legal expenses and internal costs. In addition, OGR /the Buyer is entitled to claim compensation for any loss suffered in accordance with the general rules of the national law in the country of residence of the Buyer.