



**GENERAL PURCHASING CONDITIONS
PERFETTI VAN MELLE HOLDING B.V.**

Article 1 - Definitions

1.1 Unless the context demonstrates differently, the words and expressions used in these Purchasing Conditions that are written with a capital are defined words and expressions, to which the following meaning is given:

"Agreement"	the written agreement(s) between the Customer and the Supplier regarding the Delivery of Goods and/or Services and/or Materials;
"Customer"	Perfetti Van Melle Holding B.V. and/or Perfetti Van Melle Benelux B.V and/or Perfetti Van Melle Nederland Production B.V. and/or Perfetti Van Melle Nederland B.V. and/or Perfetti Van Melle Business Support B.V. and/or Perfetti Van Melle ICT B.V.
"Delivery"	the actual delivery or actual disposal to the Customer, regardless of a transfer of property to the Customer;
"Goods"	the moveable goods that have to be delivered or have to be made available to the Customer, including the possible assembly and/or installation, and/or the related services to be delivered to the Customer.
"Materials"	the materials, in whatever form, including, but not limited to programs, systems, processes, graphics, texts, animations, characters, jingles, music, in whatever form, produced or used by the Supplier to perform the Services pursuant to the Agreement.
"Parties"	the Customer and the Supplier;
"Purchasing conditions"	these general purchasing conditions of the Customer;
"Services"	the activities, to be determined between the Customer and the Supplier, to be executed by the Supplier, possibly combined with the delivery of "Goods" and/or "Materials".
"Supplier"	the (potential) other party of the Customer;

1.2 In these Purchasing conditions 'in writing' also includes per fax, e-mail or any other (electronic) medium.

Article 2 – Applicability

2.1 These Purchasing conditions apply to all supplies by Supplier to Customer, to every request from the Customer to the Supplier to make an offer, to all assignments from the Customer and to all

Agreements between the Supplier and Customer and all subsequent legal relations.

- 2.2 The Customer explicitly rejects the applicability of general conditions of the Supplier, regardless of how they are called.
- 2.3 These Purchasing conditions can be deviated from only in writing.

Article 3 – Realisation of the Agreement

- 3.1 All offers of the Supplier are valid during 60 calendar days, counting from the date of receipt of the offer. The Supplier cannot retract an offer, whether or not made free of engagement, after acceptance by the Customer.
- 3.2 If the Supplier makes an offer, the Agreement is being realised with the Customer accepting this offer in writing. The Agreement is also realised if the Supplier starts with the implementation of the assignment with written permission of the Customer without the written confirmation of the Customer regarding the offer of the Supplier.
- 3.3 Offers of Services include - if applicable – a subdivision in hours and materials and state the run time and possible phasing.
- 3.4 If the Customer places a written order without a prior offer from the Supplier, the Agreement is realised, unless the Supplier informs the Customer within 4 working days in writing that he does not accept the order.
- 3.5 If during the execution of the Agreement drawings, specifications, instructions, inspection requirements and such, given or approved by the Customer, are being used, these form part of the Agreement.

Article 4 – Execution of the Agreement

- 4.1 The Supplier is obliged to deliver the Goods and/or Services in the agreed form, quantity and quality, on the agreed date of delivery, at the agreed destination.
- 4.2 As far as the assignment from the Customer to the Supplier consists of realising a performance of immaterial nature, the Supplier is obliged to deliver the agreed result to the Customer on the agreed date of delivery.
- 4.3 The Supplier represents and warrants that:
 - a) it will use its best efforts to perform the Services.
 - b) in the performance of the Services and its other obligations under the Agreement, Supplier shall only engage fully qualified and sufficiently certified personnel.
- 4.4 The Supplier states the article number, the customer, the order number, the position number and the address of the Customer on the packing lists, invoices, packaging, and other correspondence.
- 4.5 The Supplier has to follow up on backorders himself. The Supplier has to inform the Customer on this

in writing.

- 4.6 The Supplier, his subordinates and the third parties deployed by the Supplier for the preparation and performance of the Agreement, are obliged to respect all legal, safety, health and environment requirements. In case of deviations the Supplier has to inform the Customer hereof. The supplier will furthermore comply with the company requirements and regulations of the Customer regarding safety, health and environment as stated in the most actual version of the document "General company rules for third parties". On request this document will be send free of charge and it is also available on our website www.perfettivanmelle.nl.
- 4.7 If the Supplier for the implementation of the Agreement has to carry out activities on the Supplier's site, the Supplier, his subordinates and non-subordinates have to consider the instructions of the Customer and the Customer applicable companies rules and perform the activities within the timeframes given by the Customer. If the company rules are not complied with, the Customer has the right to deny access to the Supplier's site. The Supplier remains liable in full towards the Customer for fulfilling the obligations under the Agreement timely.
- 4.8 The Supplier is only authorised to outsource the execution of the Agreement wholly or partially after prior written approval of the Customer. This approval can be accompanied by reasonable preconditions from the Customer.
- 4.9 If the Supplier involves third parties in the execution of the Agreement, the Supplier remains liable in full towards the Customer for fulfilling the obligation under the Agreement.
- 4.10 The Customer can in any way, wholly or partially, deposit his rights and/or obligations from the Agreement with the Supplier to a third party at all times, for which the Supplier hereby gives his permission.
- 4.11 The Supplier does not have the possibilities as meant in article 4.10 of these general purchasing conditions.
- 4.12 In case of delivery of Goods to the Maintenance and Engineering department of the Customer or to any Customer's affiliate as indicated by the Customer, the Supplier has to include the following:
- a IIA or IIB and a CE certification;
 - a risk analysis conform Machine guideline;
 - user manuals in the English language and in the local language of the place of delivery;
 - the drawings that have to be delivered as follows:
 - mechanical digitised: in AutoCAD and hardcopy; or electrical digitised: in E-Plan and hardcopy;
 - a maintenance plan (if applicable).
- 4.13 The executed activities in the context of Services can be checked only by the contact person of the Customer that has been appointed in writing by the Customer.
- 4.14 If applicable, the Supplier guarantees that he complies with the ATEX guideline, including ATEX 114



(justification suppliers) and ATEX 153 (justification users).

Article 5 – Changes assignment

- 5.1 Unless otherwise agreed upon in writing, the Customer is authorised at all times to change and/or complement a placed order, even after the realisation of the Agreement. The Supplier will implement all changes and/or additions in the assignment as indicated by the Customer, if these changes and/or additions can be implemented within reason.
- 5.2 If the changes and/or additions as meant in article 5.1 of these general purchasing conditions have consequences for the agreed upon price and/or time of delivery, the Supplier has to inform the Customer about this in writing, as soon as possible, but at the latest within 8 working days after notice of the change or addition. In case of failure of which the changed assignment will be executed according to the originally agreed upon price, delivery time and other conditions.
- 5.3 If the consequences of the changes and/or additions for the price and/or the delivery time are unreasonable in the opinion of the Customer, Parties will consult with each other. In that case the Customer will remain able to cancel the Agreement without being obliged to pay compensation to the Supplier at all times.

Article 6 – Documentation

- 6.1 The Supplier is obliged to give all documentation, users manuals and information belonging to the Goods in hardcopy as well as digitised, in English and in the local language of the place of delivery, to the Customer upon Delivery of the Goods, without additional costs.
- 6.2 The Customer is free in using this documentation, including the multiplying thereof for own use.
- 6.3 The Supplier is only entitled to use the information given by the Customer in order to perform its obligations under the Agreement. This information is and remains the property of the Customer at all times.

Article 7– Delivery and delivery times

- 7.1 Delivery of Goods will be made DDP (INCOTERMS 2020) at the address as stated by the Customer on the agreed time, unless Parties have agreed upon otherwise in writing.
- 7.2 The agreed delivery times of Goods and/or Services are fixed. Timely delivery is essential. If the Supplier exceeds the agreed delivery times, he will be in default immediately, without any further proof of default being required.
- 7.3 If an agreed delivery time is at risk of being exceeded, the Supplier has to inform the Customer immediately. This leaves the provided for under article 7.2 of these general purchasing conditions unimpeded.
- 7.4 Earlier than agreed Delivery of Goods only happens after prior written approval of the Customer and does not lead to changes of the agreed time of payment.

- 7.5 The Customer is authorised to postpone the delivery of Goods, with the exception of perishable Goods. In that case the Supplier is obliged to store the Goods, without extra costs, properly packed, recognisable and separately for the Customer, until the moment of delivery according to what is provided for in article 7.1 of these general purchasing conditions.
- 7.6 If the order states that the Goods will be delivered to the Customer in more than one delivery or in case of a framework agreement, the Supplier is obliged to keep sufficient stock to be able to fulfil his obligations towards the Customer every time.

Article 8 – Packaging

- 8.1 The Supplier guarantees that the Goods are packed properly and according to the latest requirements of the Customer and the authorised authorities and will be marked. The Supplier guarantees compliance with the Packaging Covenant.
- 8.2 The Customer is at all times authorised to return packaging materials from or regarding the delivered Goods to the Supplier.
- 8.3 The Supplier is responsible for the processing or destruction of (transportation) packaging material. If packaging materials are processed or destructed on request of the Supplier, it is at the expense and risk of the Supplier.

Article 9 – Prices

- 9.1 The agreed prices of Goods are based on delivery DDP, and are therefore inclusive of transportation costs, taxes, charges and insurance, but excluding VAT, and are in the currency as indicated by the Customer on the order. The agreed prices for Services are excluding VAT and will be in the currency as indicated by the Customer.
- 9.2 The prices are fixed and cannot be increased without prior written approval of the Customer.
- 9.3 The Supplier has to report future price mutations and market developments immediately in writing to the Customer. Such price mutations only lead to adjustment of the prices if such is provided for in the Agreement and written permission from the Customer is given.

Article 10 – Invoicing and payment

- 10.1 The Supplier will invoice the Customer for the delivered Goods and/or Services against the agreed price. The Customer will pay the invoice within 60 days after receipt of the invoice, unless agreed differently. In case of a late payment, the Customer is not in default until after receipt of a written proof of default in which a reasonable period for compliance is allowed. If the Customer should own default interest, this amounts to 3% per year.
- 10.2 The invoices have to state the ordering number of the Customer.
- 10.3 Invoicing of Services happens after execution of the Services, unless otherwise agreed.
- 10.4 In projects, the Supplier and Customer can make different payment agreements - to be recorded

beforehand in writing – in the following situations:

- if the project is being implemented in several phases, invoicing can be done every time after delivery of every phase;
- if the Goods amount to over € 20.000,- , the following payment in advance can be done for the Goods:
 - o 30% at assignment (materials only).
 - o 30% at starting installation (at the Supplier).
 - o 30% at FAT (Factory acceptance test).
 - o 10% at SAT (Site acceptance test).

10.5 The Customer is authorised to postpone payment of the invoice if he is of the opinion that the delivered Goods and/or Services do not correspond with the Agreement and/or have defects, provided that the alleged non-correspondence and defects are reported by the Customer to the Supplier within 5 working days from Delivery or from the discovery of said non-correspondence or defects.

10.6 The Customer is authorised to settle all claims to be valued in money of the Supplier to the Customer with claims of the Customer - and the companies in any way linked to the Customer - to the Supplier. If the Supplier is in any way part of a group of companies, Supplier in terms of this article 10 of these General Purchasing conditions will also mean all companies that in some way belong to that group.

10.7 Payment by the Customer does not mean approval of the delivered Goods or acceptance of the Services.

Article 11 –Transfer of ownership

11.1 The ownership of the Goods is transferred to the Customer on Delivery or, and if necessary, after installation or assembly of the Goods.

11.2 In case of payment in advance of the Goods as meant in article 10.4 of these general purchasing conditions, the ownership of the Goods will transfer to the Customer after the first payment.

11.3 If the Customer hands over Goods to the Supplier for the implementation of the assignment, including, but not limited to, raw materials, semi finished products, tools, materials and parts, models, specifications, drawings, software and information carriers and other devices, these Goods as well as the author - or other rights, remain property of the Customer. The Supplier is obliged to keep these Goods separated from Goods that belong to himself or to third parties, in good condition and as recognisable property of the Customer and to insure these at his expense against all risks for the period in which the Supplier acts as holder with regard to these Goods.

11.4 The Supplier is obliged to send (back) the Goods as meant in article 11.3 of these general purchasing conditions latest at the last (partial) Delivery to the Customer.

11.5 Changes to or deviations from the Goods as meant in article 11.3 of these general purchasing conditions as well as using these Goods for or in relation with any other purpose than the Delivery of the agreed Goods to the Customer, is only permitted after prior written approval of the Customer. Approval will leave the guarantee obligations of the Supplier unimpeded however.

- 11.6 All software for the purpose of machines and panels will be the property of the Customer in the (same) manner as the articles 11.1 and 11.2 of these general purchasing conditions determine. The Supplier is obliged to give all cooperation as far as necessary in the context of the transfer of ownership.
- 11.7 If the Supplier forms a new item with the Goods that are given to the Supplier by the Customer according to article 11.3 of these general purchasing conditions, the Customer will be owner of the whole new item and the Supplier will hold this for the Customer as owner.
- 11.8 The Supplier is obliged to immediately inform the Customer in writing in case:
- a. third parties use their rights on the in article 11.3 of these general purchasing conditions mentioned Goods or if he has knowledge of the intention of third parties to use their rights on the in article 11.3 of these general purchasing conditions mentioned Goods;
 - b. (provisional) suspension of payment is applied for by or granted to the Supplier or if any settlement is made with creditors of the Supplier;
 - c. the bankruptcy of the Supplier is being filed or the Supplier is declared bankrupt.
- 11.9 If the Supplier is in default of delivering his obligations under the Agreement, the Customer is authorised to retrieve or have retrieved the Goods and/or Materials that belong to him, without prior proof of default. The Supplier hereby authorises the Customer irrevocably to enter (or have entered) upon the premises and/or areas where the Goods and/or Materials concerned are stored. All costs of the Customer in relation to retrieving the Goods and/or Materials are to be paid for by the Supplier.

Article 12 – Guarantees

- 12.1 The Supplier guarantees that the delivered Goods will meet the Agreement, are free of defaults, are complete and according to the description, demands and size according to the Agreement, suitable for the indicated purpose, especially for applications in the food - and/or pharmaceutical industry. The delivered Goods also have to meet the relevant legal and other national or international (government) conditions at the time of the Delivery. The Supplier guarantees that all parts, devices, accessories, tools, spare parts, users manuals and instruction books will be delivered together with the Goods, even if these are not specifically mentioned by the Customer.
- 12.2 The Supplier guarantees to the Customer that all the Materials specifically created by the Supplier (through its employees, consultants or any other third party) for the Customer during the execution of the Services, is original material, free from any third party rights and therefore the Supplier warrants to the Customer the purchase of the full and complete title to the Materials and to any copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished.
- 12.3 The Supplier represents and warrants that no generative artificial intelligence systems or technologies, including but not limited to, ChatGPT, DALL-E, Imagen, and/or Midjourney, will be used in connection with the creation of the Materials without the express prior written authorization of the Customer.
- 12.4 Delivered Goods will be considered inferior in any case, but not exclusively, in the meaning of article

- 12.1 of these general purchasing conditions, if defaults arise within a year, unless these are the consequence of or caused by intent or gross negligence of the Customer.
- 12.5 Without restriction of the Customer's other rights, such as the right for compensation of costs, damage and interest, aforementioned guarantee means that the defaults that arise within one year after delivery will be repaired immediately and fully by the Supplier, free of charge and on first demand of the Customer, if necessary by replacement of the Goods or parts thereof.
- 12.6 As far as it concerns sustainable consumer goods, the Supplier guarantees that he will be able to deliver spare parts for the delivered Goods after Delivery, to the Customer and can perform maintenance activities and repairs against prices in line with the market during a period of at least 10 years.
- 12.7 The Supplier guarantees that the delivered Goods, Services and/or Materials do not violate the rights of third parties, including intellectual property rights and knowhow. Supplier agrees to indemnify and hold PVM harmless from any costs, expenses, damages or losses which the Customer may incur as a result of any actions, judicial or otherwise, commenced against PVM by third parties who have an intellectual property right infringement claim on the Goods, Services and/or the Materials provided by Supplier to the Customer.
- 12.8 The Supplier guarantees to have in place an insurance policy at a reputable insurance carrier with sufficient coverage to respond to any liabilities arising from any Agreement, Goods, Services or Materials provided by Supplier to the Customer. The Customer may at any time request information regarding the said policy, such as coverage certificate to be issued by the insurance companies, as well as evidences that such policy has been duly paid for. The minimum coverage of such insurance per damage and per insurance year shall be EURO 1,000,000 (say one million Euros). The insurance shall not be construed as a limitation of Supplier's liability.

Article 13 – Inspection and complaints

- 13.1 Inspection of the Goods by or on behalf of the Customer can take place at all times, at the Supplier prior to the Delivery as well as at the Customer after the Delivery. If the inspection takes place at the Supplier, the Supplier will prepare the Goods for inspection in such a timeframe that the Goods can be inspected latest 3 weeks before Delivery to the Customer. The Supplier will inform the Customer timely in writing about the time of inspection and the Supplier has to give the Customer or a third party identified by the Customer admission to the place of inspection. Besides and after a written request by the Customer, the Supplier will grant the last-mentioned admission to the work places and offices of Supplier for general inspection, as far as this can be seen fit in relation to the Delivery and/or assignment.
- 13.2 The Supplier will contribute to the inspection without further costs for the Customer, and at the request of the Customer he will provide for reasonable personal and material assistance to the Customer for the purpose of the inspection.
- 13.3 If an inspection as meant in this article cannot take place at the proposed time or if an inspection has to be repeated because of the Supplier, the subsequent costs for the Customer will have to be paid by

- the Supplier.
- 13.4 If the Customer rejects the Goods during the inspection at the Supplier, the Supplier is obliged to offer the missing, repaired or replaced Goods for inspection to the Customer, without prejudice to all other rights of the Customer, latest within 5 working days. In this case the provisions of this article 13 of these general purchasing conditions will apply in full.
- 13.5 The preliminary inspection of the Goods by or on behalf of the Customer is no recognition of the Goods complying with the in article 12 of these Purchasing conditions given guarantees.
- 13.6 The Customer will inform the Supplier of complaints regarding quality, composition, sizes, shortcomings and quantity within 45 days after the Goods have been delivered according to what is provided for in article 7.1 of these Purchasing conditions, that is after discovery was reasonably possible.
- 13.7 Unless the Customer agrees that the delivered Goods that do not meet the given guarantees as stated in article 12 of these Purchasing conditions will be repaired, the Customer is authorised to have the Goods returned to the Supplier at the costs and risk of the Supplier. In such case, the Customer is authorised to choose between replacement of the Goods or crediting of the purchase price. If the Supplier fails to meet his obligation to repair or replace within 5 working days, the Customer is authorised, regardless of all other rightful rights, to repair or replace the Goods (himself or by a third party) to be paid by and at the risk of the Supplier.

Article 14 – Maintenance contracts

- 14.1 Maintenance contracts are signed for a limited time of one year, unless the Customer explicitly states to be willing to enter into a multiannual maintenance contract. In the maintenance contract, a specific period will be explicitly agreed.
- 14.2 Every year, latest in October, the Supplier sends a new offer (contract with new prices, with explanation) for the maintenance for the new calendar year. If at 1 November the Customer has received no new offer, the existing prices will remain valid automatically for a subsequent period of one year, in case of a continuation of the maintenance contract.
- 14.3 The maintenance contract ends by operation of law after the agreed duration of the maintenance contract. The Customer is always entitled, despite of the possibility for termination in article 22.1 of these general purchasing conditions, to end a maintenance contract as of the new calendar year without being obliged to any compensation, if this is being done at the latest on 15 November of the running calendar year.
- 14.4 The Supplier addresses the contact person appointed by the customer in writing at the location of the Customer concerned to make an appointment for the maintenance. The maintenance employee of the Supplier has to report to the contact person of the Customer on the day of the maintenance, before as well as after the performance of his activities for the purpose of the delivery or non-delivery of the maintenance and the signing of the working order.

Article 15 - Liability

- 15.1 Without prejudice to any other right or remedy available to PVM against Supplier, Supplier hereby undertakes to indemnify and keep PVM and its affiliates indemnified from and against any cost, expense, damage, claims, loss incurred by and in connection with (i) Supplier's breach of or failure to comply with any terms of the Agreement, Statement of Work (SOW) or Service Level Agreement (SLA) (ii) Goods and/or Services not meeting the applicable specifications, drawings, samples or descriptions as detailed in the Agreement/SOW/SLA between the parties or as otherwise agreed to between the parties or otherwise being defective or (iii) any breach of any representations or warranties given by Supplier.
- 15.2 Under no circumstances shall either Party's liability be limited or excluded for death or personal injury, or for any damages arising from wilful misconduct, gross negligence, tort or fraud.

Article 16 – Failure and dissolution

- 16.1 If the Supplier does not, not in time or not properly fulfil his obligations under the Agreement(s), he is in default without further proof of default and the Customer is, without prejudice to her other rightful rights and without any obligation to compensation, authorised to terminate the Agreement(s) wholly or partially with immediate effect or to cancel or to postpone the (further) execution of the Agreement(s) with the Supplier. Without prejudice to all other rightful rights under law of the Customer and the present 16.1, the Customer is also entitled to give another supplier the assignment to execute the Agreement(s) with the Supplier and claim the associated (extra)costs, including amongst others the higher prices used by the supplier concerned, on the Supplier.
- 16.2 The Customer is furthermore authorised to cancel the Agreement (and) wholly or partially with immediate effect in case the Supplier asks for (provisional) suspension of payment or the Supplier has been given suspension of payment or a settlement has been made with the creditors of the Supplier, or the bankruptcy petition of the Supplier is being filed or the Supplier is declared bankrupt, or with regard to the legal person a division or merger or change of legal form takes place, the Supplier will be liquidated or dissolved, the Supplier suspends his business or the authority over the Supplier is being delegated or if (an important part of) the assets of the Supplier are being seized or if authorisations of the Supplier (as far as reasonably relevant for his obligations under the Agreement) are withdrawn.
- 16.3 If according to the reasonable judgement of the Customer there is justification to fear that the Supplier will not properly or not timely fulfil his obligations towards the Customer, the Supplier is obliged to guarantee the full compliance of all his obligations, instantly sufficient and in the by the Customer desired form, upon first request of the Customer.
- 16.4 All extrajudicial – actual - (extra)judicial costs of the Customer deriving from or relating to the not properly or not timely fulfilment of the obligations of the Supplier are to be paid for by the Supplier.
- 16.5 The legal costs are explicitly not limited to the process costs to be liquidated, but will be at the expense of the Supplier, if the Supplier (to a large degree) is ruled against.

Article 17 –Force majeure

- 17.1 In case of a force majeure, the Supplier can postpone the implementation of his obligations under the Agreement for the period of maximum 4 weeks, under the condition that the Supplier informs the

Customer in writing immediately, yet latest within 5 working days after the occurrence of the circumstances causing the force majeure and together with the cause of the force majeure and accompanied by the necessary exhibits. If at the end of these 4 weeks the Supplier is not capable to fulfil his obligations, the Customer is authorised to wholly or partially cancel or terminate the Agreement without legal interference and without being obliged to pay compensation.

- 17.2 The following matters are in any case not considered as force majeure events: strike, lockout, raw materials shortage, transport problems and non-compliance of suppliers of the Supplier.

Article 18 – Confidentiality

- 18.1 Each Party undertakes to keep the terms of the Agreement and all the information of commercial nature relating to the Goods and/or Services of which it has become aware in the course of the negotiations or execution of the Agreement or pursuant to the provisions contained therein confidential. Each Party also undertakes not to disclose such information to third parties other than its group companies or their consultants, and to use such information solely in order to fulfil their obligations under the Agreement. Any of such information may only be disclosed to the receiving party's directors, officers and employees who need to know such information with the purpose of executing its obligations under the Agreement, provided however that such persons shall be bound by confidentiality obligations no less stringent than those contained herein.
- 18.2 Nothing herein shall limit the receiving party's right to make disclosure under the terms of a valid order or subpoena lawfully issued by a court of competent jurisdiction or by a governmental or regulatory body or as otherwise required by law and, if disclosure of such information is required, the receiving party will use all reasonable efforts to restrict the extent of such disclosure only to such portions of the confidential information as is actually required in order to comply with any such order or subpoena.
- 18.3 If the Agreement terminates or expires, the receiving party shall promptly return to the disclosing party all confidential information and any other material containing or reflecting any confidential information and will not retain any copies, extracts or other reproductions in whole or in part of such material. Notwithstanding the foregoing, the receiving party may retain a copy of the disclosing party's confidential information to the extent required for legal purposes.

Article 19 – Corporate Social Responsibility and Code of conduct

- 19.1 When equally qualified, the Customer will do business, where possible and useful, with the supplier that sets himself apart in a positive way in the field of environment and corporate social responsibility. For further information on CSR we refer to: <http://www.caobisco.eu>
- 19.2 In relation to the assignment it is expressly forbidden for the Supplier to influence the objectivity of the responsible employee of the Customer other than by giving a correct description of and explanation on the price/performance relation of the offered Goods and/or Services by Supplier. For the code of conduct we refer to www.perfettivanmelle.com. The code of conduct can also be acquired at request.
- 19.3 Without explicit and written permission of the Customer, the Supplier and his subordinates or non-subordinates are not permitted to offer, to procure or to give any benefit to employees of the

Customer or non-subordinates of the Customer, regardless of the position, or to give any benefits to third parties that have a connection with the legal relations between the Customer and the Supplier at the request of or with the approval of an employee.

- 19.4 In case of violation by the Supplier of what is provided for in article 19 of these general purchasing conditions, the Customer is entitled to end the Agreement in writing with immediate effect, without prejudice to all other rights of the Customer.

Article 20 – Environment and waste

- 20.1 On the premises of the Customer the Supplier has to take care of collecting, removing and processing/disposal of his waste in compliance with the legal requirements. Supplier has to clean spilled oil and/or toxic substances that cause danger immediately and deposit it in the designated waste containers. It is strictly forbidden to dispose of these in the sewerages.
- 20.2 In case of (the presumption of) an environmental incident the Supplier has to warn the local contact person of the Customer immediately.

Article 21 – Penalty clause

- 21.1 In case of non-compliance with an obligation according to the articles 18 and 19 of these general purchasing conditions the Supplier is accountable for an immediately enforceable penalty of € 10.000 for every violation without the Customer having to prove any loss or damage and without prejudice of the right of the Customer to claim additional damage compensation if there are causes for this.

Article 22 – Termination

- 22.1 In case an Agreement has been made for (in)definite duration, the Customer always has the right to terminate prematurely, for whatever reason, while respecting a reasonable period. Under no circumstances the Customer is obliged to pay any compensation.

Article 23 – Applicable law and competent court

- 23.1 All legal relations between the Customer and the Supplier are solely governed by Dutch law. Applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.
- 23.2 All disputes between the Customer and the Supplier that should arise on account of this Agreement or subsequent agreements between Parties, and also disputes that should arise concerning Purchasing conditions, shall be brought to a solution as much as possible by means of good consultation. If Parties cannot come to a solution the differences will be settled by exclusion by the (provision judge of the) court of Zeeland-West-Brabant, the Netherlands.
- 23.3 What is provided in article 23.2 of these general purchasing conditions does not at all detract from the right of the Customer to turn to the authorised judge of the place where the Supplier is located or, if the Customer so wishes, to the court of the place where the Services and/or Goods have been delivered.

Article 24 - Conversion



- 24.1 If and insofar as a certain condition in the Purchasing conditions cannot be appealed to, this condition will be given an equal as possible meaning regarding content so that it can be appealed to. The invalidity of a condition will not lead to the invalidity of the whole Agreement and/or the Purchasing conditions.

Article 25 – Dutch text prevails

- 25.1 The Dutch text of these Purchasing conditions prevails over translations thereof.

Article 26 - Depot

- 26.1 These Purchasing conditions are filed at the Chamber of Commerce for Southwest-Netherlands in Breda under number 20104763 under the name of Perfetti Van Melle Holding B.V. For the benefit of Perfetti Van Melle Benelux B.V. resp. Perfetti Van Melle ICT B.V. resp. Perfetti Van Melle Nederland Production B.V. resp. Perfetti Van Melle Nederland B.V. resp. Perfetti Van Melle Business Support B.V. equal conditions have been filed under number 20045885 resp. 61323829 resp. 95041486 resp. 95041419 resp. 95040544 at this same Chamber of Commerce.