GENERAL PURCHASING TERMS
BAKER & BAKER NETHERLANDS HOLDING B.V.
VERSION 1.2

1. General

1.1. In these Terms the following expressions will have the following meanings:
"**Agreement**" means any agreement (written or oral) between Buyer and Supplier concerning the purchase and delivery of the Goods.
"**Buyer**" means Baker & Baker Netherlands Holding B.V. ("**B&B**") and/or any of its subsidiaries, affiliates or group companies.
"**Goods**" means any goods of whatever nature which Supplier supplies to Buyer (including any of them or any part of them) or any service Buyer receives from Supplier under an Agreement.
"**Parties**" means Supplier and Buyer (and individually a "**Party**").
"**Supplier**" means the person(s), firm or company from whom Buyer orders the Goods.
"**Specifications**" means the technical specifications and formulae for the Goods.
"**Terms**" means the general purchasing terms set out in this document together with any special conditions agreed in writing between Supplier and Buyer.

1.2. Unless otherwise agreed in writing, these Terms are part of and applicable to all orders, oral and written agreements, offers and requests made by Buyer for the delivery of Goods by Supplier. A list of subsidiaries and group companies of B&B is available upon request.

1.3. The applicability of any sales terms and/or conditions of Supplier to any Agreement is explicitly rejected by Buyer.

1.4. References to any number of days shall mean calendar days.

2. Offers and Agreements

2.1. Each quotation for the Goods from Supplier will be deemed to be an offer by Supplier to sell the Goods upon these Terms. Buyer is not required to compensate Supplier for any cost or expenses made with respect to an offer.

2.2. Offers from Supplier are only binding if confirmed by Buyer, by sending a written acceptance to Supplier. The written acceptance of an offer by Buyer constitutes an Agreement between the Parties.

3. Prices

3.1. The price for the Goods will be the price stated in the Agreement and, unless otherwise stated in that Agreement, shall be (i) in euros (ii) fixed for the duration of the Agreement and (iii) inclusive of all charges (including but not limited to packaging, shipping, loading, carriage, insurance and delivery of the Goods) and any duties, levies or taxes other than VAT.

3.2. No variation in the prices for the Goods or extra charges can be made without the prior written consent of Buyer.

3.3. Any currency risks will be borne by Supplier.

4. Payment

4.1. Unless otherwise agreed in writing, payment shall be effected after approval of delivery of the Goods, against invoice, inclusive of VAT, and within the number of days agreed in the Agreement after receipt of the invoice.

4.2. Buyer shall be entitled at all times to set off any amount owing at any time from Supplier to Buyer or another B&B group company against any amount payable at any time to Supplier by Buyer.

4.3. Buyer is entitled to suspend its payment obligations in case of nonconformity of the Goods.

4.4. The invoice must comply with the specifications as given by Buyer to Supplier. Failure to do so may cause the invoice not to be accepted and returned to Supplier.

4.5. Payment shall never imply a waiver by Buyer of any rights it might have by agreement or by law.

5. Quality control, packaging and transport

5.1. Buyer is entitled to inspect and test the Goods at any time prior to delivery. Supplier will provide Buyer with all facilities and documentation reasonably required in order to do this. Supplier shall ensure full compliance with the Operational Conditions of Supply to Baker & Baker Netherlands Holding B.V. Notwithstanding the above, Supplier shall at all times remain fully and solely responsible for quality control with respect to the preparation, production, packaging, storage and handling of the Goods.

5.2. Supplier shall ensure full traceability of the Goods and all materials and ingredients used in the Goods and it shall at all times be able to present to Buyer documentary evidence in relation thereto.

5.3. The Goods shall be properly packed, protected and transported, ensuring the Goods to arrive in good condition and safe unloading, in agreed upon units, numbers and volume

5.4. Supplier is responsible for ensuring that packing and transport is in accordance with national and international legal requirements.

5.5. All Goods, containing or related to food, shall be packed in accordance with the prevailing EU legislation regarding food packaging.

5.6. Product labeling should meet the prevailing legal requirements as well as the Specifications. No charge for packaging shall be permitted unless authorized by Buyer. Buyer is entitled to return packaging materials at the expense of Supplier.

6. Delivery and transfer of title

6.1. Unless otherwise agreed in writing, delivery shall take place Delivered Duty Paid (DDP) at the agreed place and time and in accordance with the latest version of the Incoterms as set by the International Chamber of Commerce.

6.2. Supplier shall immediately notify Buyer in writing regarding any foreseeable delay to a delivery.

6.3. Unless otherwise agreed in writing, ownership and risk of the Goods transfer to Buyer upon delivery of the Goods.

6.4. Buyer is entitled to use a period necessary to be reasonably able to detect whether the Goods are defective taking into account the nature of the Goods and the usual manner for inspecting the relevant Goods.

7. Warranties

7.1. Supplier warrants that the Goods delivered to Buyer shall at the time of delivery:
a) be intact, undamaged and fully conform the agreed Specifications;
b) be fit for the purpose for which Goods of that kind are commonly supplied or any specific purpose of which Supplier could reasonably be aware, including (but not limited to) where applicable the suitability of the Goods to run on the production lines of Buyer;
c) not infringe the intellectual property rights of any third party;
d) comply with all applicable laws and other relevant legal requirements in force at the time of delivery.

7.2. The Supplier furthermore warrants:
a) at the time of delivery, it has full legal and unencumbered title to the Goods;
b) it possesses all licenses and other required governmental or official approvals, permits or authorisations necessary for manufacturing, packing, storing and distributing the Goods in accordance with its obligations under any Agreement;
c) the HACCP principles referred to in the General Food Law and Hygiene Regulations and any other EU legislation (as amended from time to time), are applied as from the intake of (raw) materials, throughout the whole manufacturing process up to and including the distribution of the Goods, with respect to the control of microbiological, foreign body and chemical hazards.
d) documentation evidencing the application of such principles must be made available by Supplier to Buyer for reference on request.

7.3. The warranties and remedies provided for in this clause shall be in addition to those implied or available by law and shall continue in force notwithstanding the acceptance by Buyer of all or part of the Goods.

8. Intellectual property

8.1. All Specifications, designs, drawings, models and sketches submitted to Supplier by Buyer shall remain the property of Buyer.

8.2. Materials and documentation as mentioned in clause 8.1 shall be returned immediately after having served the purpose intended in the Agreement.

8.3. Supplier is responsible for the cost of storage and for the risk of damage to and/or loss of materials and documentation as mentioned in clause 8.1.

8.4. Supplier shall indemnify Buyer against all claims, demands, actions, costs, expenses (including legal expenses), liabilities, losses and damages arising from or incurred by reason of any infringement or alleged infringement of any industrial or intellectual property right of a third party.

9. Confidentiality

9.1. The Parties acknowledge that in the course of their performance of any Agreement each Party may come in the possession of confidential information of the other Party including, but not limited to the Specifications and manufacturing processes for Goods supplied under

any Agreement, other products of either Party, results of operations etc., hereinafter referred to as "**Confidential Information**". This Confidential Information will remain the sole and exclusive property of the owner and may not be disclosed or used by the other Party except and up to the extent that this is strictly necessary for the performance of the Agreement. No further use of the Confidential Informational will be made after the termination of the Agreement.

9.2. Each Party will make available the other Party's Confidential Information only to its officers and employees on a need to know basis. All persons to whom the Confidential Information is made available will be made aware of the strictly confidential nature of the Confidential Information and restrictions imposed hereunder on the use thereof. Both Parties shall ensure that all officers and employees likely to receive the Confidential Information will be advised of their obligation to abide by the provisions of this clause. The Parties will be and remain liable for any breach of this clause by such officers and employees.

9.3. Upon termination of the Agreement, all Confidential Information shall be returned to the owner or destroyed at its direction. The obligations of confidentiality set out in these terms shall survive the termination of any Agreement.

10. Non-performance

10.1. In case Supplier in any way fails to fulfill any of its obligations arising from the Agreement or these Terms, Supplier will be in default if (i) the breach has not been remedied within a period of seven (7) days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy. Failure to deliver the Goods on the due date in accordance with clause 6.1 is a breach of the provisions of the Agreement which is not capable of remedy.

10.2. In the event of default by Supplier, Buyer will be entitled to cancel the Agreement, either partially or entirely and/or Buyer will be entitled to demand compensation (including additional expenditure reasonably incurred by Buyer in obtaining substitution Goods).

10.3. If, in Buyer's reasonable opinion, the Goods are not delivered according to the Specifications, Buyer is entitled to one of the following options: a) return the Goods to Supplier within ten (10) days after discovery, at Supplier's risk and expense; or b) request the Supplier to replace or repair the Goods within a period to be stipulated by Buyer.

10.4. If Supplier does not comply with any of the options mentioned above, Buyer is entitled, at Buyer's discretion and without Buyer being liable for any compensation, to either terminate the Agreement in writing, or to buy substitution Goods from a third party at the Supplier's expense. In case the returned or replaced Goods can, in Buyer's opinion, not be repaired, and in case these Goods can in whatever way be linked to Buyer, Supplier is obliged to destroy these Goods at Supplier's expense. These rights do not affect any rights that Buyer may have under the Agreement and under applicable law such as the right to payment of damages.

11. Liability and insurance

11.1. Supplier shall be liable for and indemnify Buyer against all claims, demands, actions, costs, expenses (including legal expenses), liabilities, losses and damages suffered by Buyer as a result of or in connection with the breach by Supplier of any of the warranties, obligations or other provisions of these Terms or the Agreement or resulting from applicable law.

11.2. Without limiting the liability of Supplier under these Terms, Supplier shall maintain comprehensive liability insurance policies covering liabilities relating to the Goods (including death, personal injury and property damage with respect to the Goods) in an amount of at least five million euro per any one occurrence and ten million euro in aggregate per year. The insurance coverage required herein shall be provided by an insurance company with a rating of at least "A" in Standard and Poor's Financial Strength Ratings (or a comparable rating by a comparable rating agency that issues such ratings on a regular basis). Supplier shall inform Buyer forthwith in case of any changes (in the scope) of such insurance (policy). Supplier shall provide Buyer at its request with a certificate of insurance evidencing such coverage.

12. Termination

12.1. Without prejudice to its other rights and remedies, Buyer may terminate the Agreement by giving Supplier written notice taking immediate effect:

a) if Supplier commits a breach of any of the warranties, obligations or other provisions of these Terms or the Agreement and (i) the breach has not been remedied within a period of seven (7) days from the date of a written notice requesting the remedy or (ii) such breach is incapable of remedy;

b) in case of Supplier's (request for) suspension of payment or bankruptcy, liquidation, closure of business, withdrawal of necessary permits, seizure of property or Goods related to or necessary to perform under the Agreement (or if an event that is similar to or has the same effect as any of the matters set out in this sub-clause should occur in any jurisdiction in which the Supplier is based or conducts any part of its business)

c) if there is any change in the ownership or control of Supplier or its ultimate parent company.

13. Force majeure

13.1. Supplier shall not be liable for delay, non-performance or part performance of the Agreement due to any circumstance beyond Supplier's reasonable control which shall, without limiting the generality of the term, be deemed to include war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, fire, flood, acts of God or legislative or administrative interference.

13.2. Supplier will inform Buyer immediately in the event of such force majeure and shall use best endeavors to mitigate the effect of a force majeure event in the best possible way.

13.3. In case Supplier is unable to perform any of its obligations under the Agreement as a result of a force majeure event for more than five (5) days, Buyer may terminate that Agreement, at any time and without any liability, by giving written notice to the Supplier.

13.4. The following events do not constitute force majeure on part of Supplier: strike or non-performance by its suppliers or any of its subcontractors and the mere shortage of labour, materials or public utilities.

14. Sustainability

14.1. As a sustainable company, B&B sets and measures its performance goals not only for economic achievements, but also for environmental protection and social wellbeing. As a sustainable company, B&B also expects the Supplier to uphold similar environmental and social standards. It is the Supplier's responsibility to be informed about B&B 's Supplier Code available on B&B 's website.

15. Miscellaneous

15.1. A Party may not assign, transfer or subcontract the Agreement, in whole or in part, without the prior written consent of the other Party; provided, however, upon written notice to the other Party, that a Party may assign and transfer the Agreement, in whole or in part, to (a) successor(s) in interest in case of a merger, consolidation, acquisition, or sale or other transfer of all or separate parts of its business or assets.

15.2. In case consent as mentioned under clause 15.1 is given by Buyer, Supplier shall remain fully responsible and liable for the performance of the Agreement. Supplier will indemnify Buyer against any liabilities in connection therewith, including payment of taxes and social security contributions.

15.3. If any provision in these Terms or the Agreement is declared invalid or is annulled based upon the applicable law, the remainder of these Terms or the Agreement remains valid and enforceable, and Parties will negotiate in good faith a substitute clause, which reflects most closely the original intent of the Parties.

15.4. The provisions of the Agreement may not be modified or amended, except by a written instrument duly executed by each Party.

15.5. Any delay or waiver by Buyer in exercising its rights under these Terms or the Agreement does not limit or restrict the future exercise or enforceability of those rights.

15.6. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform laws on International Sales are excluded.

16. Governing law and jurisdiction

16.1. The formation, existence, performance, validity and all aspects whatsoever of all Agreements and these Terms shall be governed by and construed in accordance with the laws of the Netherlands.

16.2. All disputes that may arise from or in connection with the Agreement between Supplier and Buyer shall be settled by the competent court in Amsterdam, the Netherlands. The Parties may agree to have their dispute settled by alternative dispute resolution.

16.3. The English language version of Baker & Baker's General Purchasing Terms and Conditions shall prevail. The German, Italian, Spanish,

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dedicated to delight

Portuguese and French text versions are a non-binding convenience translation.