



STANDARD TERMS AND CONDITIONS OF PURCHASE OF ORGANIC FLAVOUR COMPANY B.V.
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Article 1. Definitions

In these standard terms and conditions of purchase of ORGANIC FLAVOUR COMPANY B.V. the following words and expressions shall have the following meanings:

- Terms and Conditions: these standard terms and conditions of purchase of ORGANIC FLAVOUR COMPANY B.V.
- Contract Items: goods, services and/or work as defined in the Contract.
- Delivery/deliver, supply, provision/provide: the delivery/supply/provision of Contract Items or, as the case may be, the completion of work.
- Buyer: ORGANIC FLAVOUR COMPANY B.V.
- Supplier: the party with whom the Buyer has entered into a Contract.
- Contract: any contract for a purchase by the Buyer and/or any related (juristic) acts between the Buyer and the Supplier and any contracts, other (juristic) acts or non-contractual relationships arising or resulting therefrom, as well as any offer, invitation, quote, request and/or advice involving the Buyer and/or the Supplier.

Article 2. Applicability

1 These Terms and Conditions shall apply to all Contracts.

2 By entering into a Contract subject to these Terms and Conditions the Supplier accepts that these Terms and Conditions will also apply to any subsequent Contracts between the Supplier and the Buyer.

3. These Terms and Conditions shall apply to the exclusion of any terms and conditions of the Supplier, howsoever called.

4. If any of the provisions of these Terms and Conditions conflict with any of the provisions of the Contract, the provisions of the Contract shall prevail.

5. If any of the provisions of the Contract and/or the Terms and Conditions is held to be invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions of the Contract and/or the Terms and Conditions shall remain in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.



Article 3. Conclusion of the Contract and amendments

1. Each offer, invitation, quote and/or request by the Supplier shall be deemed to be irrevocable and unconditional.
2. The Buyer shall be bound by the Contract only if and to the extent that the Buyer has accepted the Contract in writing.
3. The Buyer shall be entitled at any time to change the scope and /or specifications of the Contract Items in consultation with the Supplier. Changes and contract variations must be agreed in writing.
4. As a rule, changes and additions shall not affect the agreed price or the agreed delivery time.
5. If the Supplier takes the view that a change will affect the agreed price and/or the time of delivery, the Supplier shall notify the Buyer in writing accordingly as soon as possible, but within 5 working days of being informed of the desired change, before implementing the change. If the Buyer is of the opinion that the effect of the change on the price and/or the delivery time is unreasonable, the parties shall consult with each other to resolve the matter. If such consultations do not result in agreement, the Supplier may not derive any rights from this and the Buyer does not assume any obligations as a result thereof other than those arising from the existing Contract.
6. When Contract Items are delivered, provided or supplied that have not previously been delivered, provided or supplied to the Buyer – including Contract Items differing from Contract Items previously delivered, provided or supplied in terms of composition or otherwise – the Supplier shall provide the Buyer free of charge with all relevant written documentation regarding safety, health, the environment and other (product) information, as well as user manuals and instruction guides before a Contract is accepted or entered into.
7. The Supplier shall not have the right to suspend performance or the right to set off. The Supplier waives the right to terminate or cancel a Contract without court intervention or to request a court to cancel or rescind a Contract.

Article 4. Price, invoice and payment

1. Prices stated in the Contract are exclusive of VAT and include all costs and fees and, where applicable, all (excise) duties, levies and charges.
2. No increase in the Supplier's prices shall be permitted unless explicitly agreed in writing by the parties.
3. Price increases resulting from contract variations or from the delivery, provision or supply of additional Contract Items may be passed on to the Buyer only if and when expressly

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accepted by the Buyer in writing in advance. Samples required to assess the quality and suitability of Contract Items shall always be made available free of charge.

4. The Supplier shall submit to the Buyer an itemized and clear invoice specifying to which Contract and delivery it relates. The invoice shall also specify the number of units delivered/supplied and the price per unit.

5. An invoice shall be issued after Delivery. Undisputed invoices shall be paid within 60 days of receipt of the invoice. Payment shall not release the Supplier from any warranty obligations and/or liability. Payment by the Buyer shall not constitute a waiver of any right.

6. To avoid payment delays, the Supplier should quote the Contract Item number and the article number of the Buyer on invoices issued to the Buyer. Any such delays shall be at the Supplier's expense and risk.

Article 5. Delivery and performance

1. Unless otherwise agreed in writing all deliveries shall be made DDP (ICC Incoterms 2000) to the delivery address, during the Buyer's normal business hours and in accordance with the Buyer's (additional) instructions.

2. The agreed time of delivery ('delivery time') is of the essence of the Contract.

3. The Supplier undertakes to obtain all such permits, licences and other documents, at its own expense, as are required for the Contract Items and their delivery, supply or provision, and the Supplier indemnifies the Buyer with respect thereto.

4. The Supplier shall be required, at the Buyer's request, to furnish the Buyer with a production or delivery schedule and/or to enable the Buyer to arrange for a progress check to be made.

5. If the Contract Items are part of a larger order, the Supplier shall make every effort and give every assistance to ensure that its Contract Items are compatible with other components and function properly in conjunction with items supplied by third parties, without any additional cost to the Buyer.

6. If the delivery time is likely to be exceeded, the Supplier shall notify the Buyer accordingly in writing without delay, stating the reason and the expected new delivery time. This shall not prejudice any rights the Buyer may have as a result of such failure to meet the delivery time.



7. In case of late delivery by the Supplier, the Buyer may, at its option: either terminate the Contract without any notice of default and/or court intervention being required, in which case the Buyer shall have the right to claim full compensation. The Buyer shall never be liable for any loss or damage suffered by the Supplier as a result of this; or (except if the Supplier is affected by force majeure) charge a penalty, after giving notice of default, of half a per cent (0.5%) of the value of the order for each week by which the Supplier exceeds the delivery time for the Contract Items, subject to a maximum of five per cent (5%) of the total purchase or contract price, without prejudice to the Buyer's right to claim full compensation for any costs incurred and any loss or damage suffered (including interest) by the Buyer as a result of this.

8. If the Buyer is reasonably unable to take delivery of Contract Items offered for delivery, the Supplier shall store the Contract Items at its expense and risk for a time to be agreed upon by the parties and in such a way as to ensure a correct and constant composition of the Contract Items and to preserve the required quality level. The Buyer does not accept any liability whatsoever for the consequences of its inability to take delivery of Contract Items offered for delivery.

9. Where the Contract Items involve the creation and/or completion of a work, the work shall include installation and assembly. After a work has been completed and put into use, the work shall be inspected and the Buyer shall prepare an inspection report. A work may be accepted by the Buyer only expressly and in writing.

10. Part delivery, delivery of larger or smaller quantities than the agreed quantities, and delivery at a date earlier than 7 days prior to the expiry of the agreed delivery time shall be permitted only with the Buyer's prior permission in writing. Early delivery and/or performance shall not affect the agreed time of payment. The risk of any items delivered in excess of the agreed quantity that are stored at the Buyer's location shall remain with the Supplier until agreement is reached as to what should be done with those items. All costs associated with the storage of quantities in excess of the agreed quantities shall be borne by the Supplier, except as otherwise agreed in writing.

11. In the case of delivery of bulk items, the quantity delivered shall be determined on the basis of measurements by the Buyer using calibrated measuring equipment designated by the Buyer and on the basis of standard reference tables.

12. The Contract Items shall remain at the Supplier's expense and risk until the delivery is complete.



Article 6. Inspection

1. The Buyer shall be entitled to inspect or arrange for the inspection of the Contract Items at any time during and/or prior to their processing, production, storage and/or transport or to inspect or arrange for the inspection of relevant documents, regardless of their location. The Supplier hereby authorizes the Buyer in advance to enter (or to instruct others to enter) the location where the Contract Items are processed, produced, stored and/or transported. The Supplier shall cooperate with the inspection free of charge.

2. If, in the Buyer's opinion, it transpires after receipt and/or inspection that Contract Items do not meet the specifications set by the Buyer and/or agreed by the parties, the Buyer may reject all or any part of such Contract Items. The Buyer may, at its option:

- return the Contract Items, entirely at the Supplier's expense and risk, and require redelivery of correct
- Contract Items, in which case the Buyer may claim compensation for any resulting loss;
- require that the defects discovered in the Contract Items be remedied, in which case the Buyer may claim compensation for any resulting loss;
- retain the Contract Items until the Supplier issues instructions on what to do with the rejected Contract Items; terminate the Contract in whole or in part without any notice of default or court intervention being required, in which case the Buyer may claim compensation for any resulting loss. Any costs associated with this shall be borne by the Supplier.

3. If any part of the Contract Items is subject to inspection by or on behalf of public authorities, the Buyer may reject such part of the Contract Items if the approval and the inspection report by the authority in question is not submitted prior to delivery. Changes and/or improvements deemed necessary by a competent authority shall be made by and at the expense of the Supplier prior to delivery.

4. If Contract Items are rejected, the Buyer shall notify the Supplier accordingly within a reasonable time.

5. Inspections and the findings of inspections may never be deemed to constitute an acknowledgement by the Buyer of the satisfactory quality of the Contract Items or conformity to the Contract, and shall not release the Supplier from any responsibility or liability with respect thereto.



Article 7. Quality, guaranties and warranties

1. The Supplier warrants that it will perform its obligations under the Contract and that the Contract Items meet and conform to the Contract and the specifications, description(s), characteristics, features and requirements set out therein as well as the quality standards set by the Buyer, are suitable for the intended use and purpose, are of good quality and meet all applicable national and international industry-specific requirements, legislation and other government regulations.
2. The Supplier warrants that the items conform to samples, models, appendices, schedules, drawings made available by the Buyer and/or to production or confirmation samples approved by the Buyer.
3. The Supplier guarantees the good and consistent quality of the items at all times and warrants that the items are free from structural defects, defective materials and defective workmanship and from defects or faults with respect to their nature, composition, contents or formula.
4. The Supplier shall remedy any defects or faults in Contract Items or supply replacement Contract Items at the Buyer's request, within a reasonable time determined by the Buyer. Repairs shall be made and replacement items shall be supplied at the Supplier's expense and risk.
5. Warranties in respect of goods shall commence on delivery and warranties in respect of services and/or works shall commence on acceptance or, as the case may be, completion. Completion shall not release the Supplier from its liabilities and obligations.
6. The Supplier and its employees, as well as third parties hired or engaged by the Supplier, shall comply with all statutory safety, health and environmental requirements and the like, and with any requirements and regulations imposed by the Buyer, which is guaranteed by the Supplier.
7. The Supplier guarantees the import, export and transit shipment of the Contract Items to the named place of destination.
8. If the Supplier is in breach or default of any of its obligations, the Supplier shall compensate the Buyer for any loss or damage suffered by the Buyer as a result thereof, including any consequential loss or damage or any loss or damage suffered by third parties. 'Loss or damage' shall include any judicial and extrajudicial costs incurred or to be incurred by the Buyer in demanding, seeking, obtaining or enforcing specific performance of the Contract; these costs are set at 15% of the purchase price.
9. The warranty period is 12 months and commences as provided in Paragraph 5, except as expressly otherwise agreed in writing.



Article 8. Passing of ownership and risk

1. Any materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software, made available by the Buyer to the Supplier for the performance of the obligations shall remain the property of the Buyer. The Supplier shall keep such materials separate from its own property or the property of third parties. The Supplier shall mark such materials as the property of the Buyer. The Supplier may use the materials referred to exclusively for the purpose of performing the Contract entered into with the Buyer.
2. At the time when materials of the Buyer, as referred to in the preceding Paragraph, are incorporated into items belonging to the Supplier, a new item shall be deemed to have been created, the ownership of which shall be vested in the Buyer.
3. The Supplier warrants that the items are free from special obligations to and restrictions enforceable by third parties.
4. The Supplier indemnifies, defends and holds the Buyer harmless from and against any claims by third parties with respect to any violation by the Supplier of the provisions of Paragraph 1 and shall compensate the Buyer for any loss or damage resulting thereof.
5. As soon as the ownership of the items has passed to the Buyer, the Buyer shall be entitled to dispose of, encumber, pledge or otherwise bring the items under the control of third parties in any form whatsoever.
6. If the Buyer makes a payment for the delivery or completion of Contract Items, ownership of the items for which such payment is made and/or of parts, components or materials pertaining thereto that are already in the Buyer's possession shall pass to the Buyer at the time of payment. The Supplier shall be required to identify the items in question that are still in its possession and to mark them as the property of the Buyer.

Article 9. Packaging and transport

1. The Supplier shall package and secure the Contract Items in such a way as to ensure that they reach the delivery address in good condition and can be unloaded there safely.
2. Packaging costs shall be borne by the Supplier. Packaging materials shall become the Buyer's property at the time of delivery. The Supplier shall be required to take back the packaging materials free of charge at the Buyer's request and, where appropriate, to dispose of or recycle them at its own expense.
3. The Supplier guarantees that the means of transport it uses for the transport of the Contract Items have been thoroughly cleaned to prevent soiling, contamination or loss of quality of items.



4. 'Thoroughly cleaned' implies, as a minimum, that all national, international and supranational laws and regulations and other government requirements with respect to the cleaning of means of transport have been complied with. However, in view of the intended use and purpose of the items and the Buyer's business operations, a greater degree of care must be exercised when cleaning means of transport than that to be observed under the aforesaid laws, regulations and requirements.

Article 10. Termination

1. The Buyer shall be entitled to terminate the Contract in whole or in part with immediate effect, without any notice of default or court intervention being required, without being liable for costs and/or any loss or damage, and without prejudice to the Buyer's right to claim compensation:

- if the Supplier is unable or unwilling to perform all or any of its obligations under the Contract, or to perform them in a timely manner;
- if the Contract Items are rejected in whole or in part;
- if the Supplier applies for or obtains court protection from creditors (moratorium), if a petition is presented for the Supplier's winding-up or bankruptcy, if the Supplier becomes subject to an order for winding up or is declared bankrupt, if any of the Supplier's business assets or goods are seized or attached, if the Supplier's business is discontinued or liquidated, if the legal and/or effective control over the Supplier's business is transferred, or if any permits or licences are revoked;
- if any other circumstance arises which gives the Buyer reasonable cause to doubt that the Supplier will be able to continue performance of its obligations to the Buyer; and/or
- if the Buyer suspects that any of the above-mentioned circumstances has arisen or may arise.

2. In case of termination of the Contract, the Buyer shall have the right to keep Contract Items already received, or to return such Contract Items to the Supplier at the Supplier's expense and risk, and to refuse any Contract Items subsequently presented for delivery. The Supplier is obliged to refund any payments made in respect of the Contract to the Buyer without delay, after deducting the value of any Contract Items kept by the Buyer.

Article 11. Loss, damage and indemnity

1. The Supplier shall be liable to the Buyer for any loss or damage suffered as a consequence of a breach of contract by or on the part of the Supplier.

2. The Supplier indemnifies, defends and holds the Buyer harmless from and against any claims for compensation by third parties.



3. Any penalty clause agreed between the Buyer and the Supplier in favour of the Buyer shall not affect the Buyer's right to claim (additional) compensation.

Article 12. Force majeure

1. Both the Supplier and the Buyer may claim force majeure. A party may claim force majeure if any failure or non-performance is due to circumstances beyond its control and the party in question is not liable or responsible for such failure or non-performance by law, as a result of any juristic act or according to generally accepted standards and practice. Failure by a third party to perform obligations to the Supplier or to perform such obligations in a timely manner shall not constitute force majeure. A party who claims force majeure shall notify the other party accordingly in writing, stating the circumstances giving rise to the force majeure event.

2. In case of force majeure, the necessary documentary evidence must be provided, and the other party shall be entitled to terminate the agreement by means of a written notice. The other party shall not be entitled to compensation.

Article 13. Property and liability

1. All goods and any other form of intellectual property rights ('resources') of the Buyer, whether or not made available by the Buyer to the Supplier or used by the Supplier or made or created by the Supplier on the instructions of the Buyer, shall be and remain or become the exclusive property of the Buyer. The Supplier shall hold these resources – to be clearly marked by the Supplier as the property of the Buyer – as a borrower, shall keep them in a good state of repair and shall bear all the risks associated therewith until they are returned to the Buyer. The Supplier shall use the resources only for the performance of the Contract. The Supplier shall not acquire any right with respect to the Buyer's property.

2. The Buyer shall not be liable for any loss or damage suffered by the Supplier or third parties as a result of omissions or shortcomings on the part of the Buyer and/or its auxiliary persons (either in the Buyer's employ or otherwise), auxiliary items and/or the consequences thereof with respect to (the performance of) a Contract, unless the loss or damage (or the breach of contract on the part of the Buyer) is the direct consequence of wilful intent or gross negligence on the part of the Buyer.

3. The Supplier warrants that the unrestricted and undisturbed use of the Contract Items does not infringe any intellectual or industrial property rights. The Supplier indemnifies, defends and holds the Buyer harmless from and against any claims by third parties and shall take responsibility for and pay any loss, damage or costs suffered or incurred by the Buyer.



Article 14. Staff, wage tax and social security contributions

1. The Supplier warrants that the staff it utilizes in performing the Contract meet the requirements set by the Buyer, as well as the generally accepted standards of professional competence and expertise. The Supplier shall immediately replace members of staff by other suitable staff whenever requested by the Buyer on reasonable grounds, which shall in any case include a situation where the requirements referred to in the preceding sentence are not met.
2. The Supplier shall keep attendance records to the satisfaction of the Buyer with respect to all persons working at the Buyer's premises for the purposes of performing the Contract. The Supplier shall be required to submit those records, as well as a copy thereof, to the Buyer at the latter's request.
3. The Supplier shall impose on all persons it assigns to work on the premises of the Buyer the obligation to carry a valid form of identification (passport, driving licence, Dutch identity card or an aliens document) and to show such form of identification at the request of designated staff members of the Buyer, on submission of a copy.
4. The Buyer shall not be liable to make any payments under social security and tax legislation with respect to amounts to be paid to the Supplier. The Supplier shall be responsible for the timely payment of any social security and other contributions and advance contributions, for the deduction and timely remittance of wage tax and for the timely payment of VAT and all other taxes and/or levies. The Buyer reserves the right to make deductions from amounts payable to the Supplier where appropriate and to transfer the amounts so deducted to a blocked account (G-account) specified by the Supplier or to remit the amounts in question directly to the Tax Office and UWV (Workers Insurance Authority).

Article 15. Subcontracting and sequential liability

1. The Supplier shall include a clause in any contract it concludes with a subcontractor stipulating that the subcontractor in question waives all claims against the Buyer and must comply with all provisions applicable between the Buyer and the Supplier.
2. The Supplier shall take – or cooperate in taking – all such measures as the Buyer may deem necessary to limit the Buyer's liability in the context of the Netherlands Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act (Law Chain Liability) as far as possible.
3. The Buyer reserves the right to make deductions from amounts payable to the Supplier where appropriate and to transfer the amounts so deducted to a blocked account (G-account) specified by the Supplier or to remit the amounts in question directly to the Tax Office and UWV (Workers Insurance Authority).



Article 16. Publicity/power of attorney

1. In the event of complaints by parties purchasing items from the Buyer that attract publicity in any way, the Supplier hereby irrevocably and unconditionally authorizes the Buyer in advance to take appropriate measures, also on behalf and at the expense of the Supplier, to avoid and/or limit such publicity.
2. The Buyer is entitled to delegate this authority to a party as referred to in Paragraph 1.

Article 17. Non-disclosure

1. The Supplier shall not disclose the existence, nature, contents or any other details of the Contract without the Buyer's prior permission in writing. The Supplier shall also maintain strict confidentiality with respect to any information of which the Supplier becomes aware in the performance of the Contract and which the Supplier should reasonably understand to be of a secret or confidential nature, unless such information must be disclosed to third parties for the purpose of performing the Contract. The Supplier undertakes to impose this non-disclosure obligation on its employees and on third parties hired or engaged by the Supplier to perform the Contract.
2. The Supplier shall not disclose the existence of the Contract and/or its legal relationship with the Buyer to third parties in leaflets, brochures, advertisements or in any other way without the Buyer's prior permission in writing.
3. If any of the provisions of the preceding Paragraphs of this Article are not complied with, the Supplier shall forfeit a penalty, which shall be immediately due and payable, to the Buyer of EUR 50,000 for each instance of non-compliance plus a penalty of EUR 5,000 for each day that the non-compliance continues, without prejudice to the right of the Buyer to claim full compensation for any loss or damage suffered.

Article 18. Insurance

1. The Supplier shall take out appropriate insurance to cover its liability. In addition, the Supplier shall take out insurance to cover all items which the Supplier has received from the Buyer under the Contract concluded with the Buyer against all risks and maintain such insurance for as long as such items are held by the Supplier. The Buyer shall have a right of recourse against the Supplier with respect thereto. The Supplier shall allow the Buyer to inspect all insurance policies in question. The Supplier shall furnish the Buyer with copies of such policies upon request.



Article 19. Transfer of contract

1. Without the Buyer's prior permission in writing, the Supplier shall not be permitted to subcontract (performance of) the Contract to third parties or to transfer the Contract or any part thereof to third parties.

Article 20. Governing law and competent court

1. All Contracts shall be exclusively governed by the law of the country in which the contracting entity of the Buyer is based. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

2. Any disputes arising between the Buyer and the Supplier shall in the first instance be referred to the exclusive jurisdiction of the competent court in the court district in which the contracting entity of the Buyer is based. However, the Buyer shall be entitled at any time to submit a dispute to arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules.

**To the full extent permitted by law, the controlling language of these General Terms and Conditions is Dutch.
This English translation is provided for convenience only.**