

Clause 1. Interpretation

- 1.1 The terms and expressions used in these general terms and conditions of purchase of Royal Cosun shall be interpreted as follows:
- General Conditions: these general terms and conditions of purchase of Royal Cosun.
 - Products: goods, services and/or work as described in the Contract.
 - Delivery: delivery of the goods or completion of the work and/or services described in the Contract.
 - Employees: concerns all persons who carry out work activities, either under and/or outside of an employment contract, for the Supplier or the Principal respectively.
 - Principal: Royal Cosun, namely Coöperatie Koninklijke Cosun U.A. and/or one or more of its (indirect) subsidiaries and/or (indirect) companies within the group that is/are party to a Contract.
 - Supplier: counterparty of the Principal to a Contract.
 - Contract: every contract of purchase by the Principal and/or related (legal)acts between the Principal and the Supplier and contracts resulting therefrom and further (legal)acts or extra-contractual relations, as well as every offer, invitation, quotation, inquiry and/or advice and things of such kind to which the Principal and/or the Supplier are party.

Clause 2. Applicability

- 2.1 These General Conditions apply to all Contracts. Once the General Conditions have been declared applicable, they shall also apply, without further notice, to new Contracts entered into between the parties.
- 2.2 The applicability of any other general (sales and/or supply) conditions is hereby expressly excluded.
- 2.3 Should one or more of the provisions of these General Conditions be in conflict with one or more provisions of the Contract, the provisions of the Contract shall prevail.
- 2.4 In the event that one or more provisions of the Contract and/or these General Conditions should be found to be wholly or partly non-binding, then the remainder of the Contract and these General Conditions shall remain in force. The Principal reserves the right to replace the non-binding provisions with provisions that are binding, and which differ as little as possible - taking into account the object and purport of the non-binding provision - from the provision being replaced.
- 2.5 The Supplier shall not subcontract (the performance of) a Contract to third parties or assign a Contract in whole or in part to third parties without prior written consent from the Principal. This prohibition has property-law effect.

Clause 3. Contract

- 3.1 Every offer, invitation, quotation and/or inquiry made by the Supplier is irrevocable and unconditional.
- 3.2 The Principal is bound by the Contract only when and in so far that it has been accepted by the Principal in writing.
- 3.3 Amendments, which also include more and/or less work, can only be agreed in advance in writing.
- 3.4 Where Products are supplied by the Supplier to the Principal that have not been previously supplied to the Principal, including Products that diverge from previously delivered Products either in composition or in any other way, the Supplier shall, where appropriate, prior to the entering into of the Contract, provide the Principal with all relevant written information with regard to the safety, health, environment and other (product) information, user directions and instructions free of charge.
- 3.5 The Supplier expressly waives the right to suspend performance and the right to settlement. The Supplier waives its right to dissolve or annul a Contract, both in or out of court.

Clause 4. Prices and invoicing

- 4.1 Prices mentioned in the Contract are exclusive of VAT but inclusive of all costs and allowances and – if applicable – excise, duties and levies.
- 4.2 The Supplier's prices cannot be increased, irrespective of the circumstances, unless the parties expressly agree otherwise in writing.
- 4.3 Invoicing takes place after Delivery. Payment of undisputed invoices takes place no later than within 60 days after the receipt of the invoice. Payment does not discharge the Supplier from any guarantee and/or liability.
- 4.4 The Principal (as well as each of the Principal's (indirect) subsidiaries and/or (indirect) companies within the group) has the right to settle claims it has against the Supplier with claims the Supplier has against the Principal (as well as each of the Principal's (indirect) subsidiary and/or (indirect) companies within the group).
- 4.5 In the event that the Supplier calculates a lower price and/or more favourable conditions for the Principal's (indirect) subsidiary and/or (indirect) company within the group, then this lower price and/or more favourable conditions shall apply automatically to all the Principal's (indirect) subsidiaries and/or (indirect) companies within the group.

Clause 5. Delivery and performance

- 5.1 Deliveries take place DDP (at the Principal's address) Incoterms® 2020 during the Principal's normal hours of business and in conformity with the Principal's (further) instructions.
- 5.2 The Supplier undertakes responsibility for obtaining all consents, permits and other documentation necessary for the Products and Delivery, and holds harmless and indemnifies the Principal accordingly.

- 5.3 On a date to be determined by the Principal, the Supplier must submit to the Principal for its approval, a time scheme that sets out production, assembly and readiness for use of the Products, and shall regularly report in writing on progress made.
- 5.4 In the event that the Products are part of a larger unity, the Supplier is obliged to take care of the Products and shall provide all assistance necessary to ensure that the Supplier's production fits other components and functions properly with third party products, without incurring any extra costs for the Principal.
- 5.5 The Supplier will, no later than the moment of Delivery, provide the Principal with the legally required, relevant and applicable documents, including but not limited to drawings, descriptions and calculations, or so much earlier as requested by the Principal or when the Supplier is legally obliged to provide this to the Principal earlier.
- 5.6 The Supplier will provide the Principal as soon as possible, but no later than three (3) months after Delivery all as-built drawings, as described in the Contract. In the event of situations which are subject to a safety risk, commissioning depends on as-built drawings and/or other documentation or at the first reasonable request from the Principal, the relevant documentations, including but not limited to (intermediate and final) as-built drawings, will be immediately adapted by the Supplier and provided to the Principal.
- 5.7 The agreed delivery time ("delivery time") is of the essence and is a firm date.
- 5.8 The Supplier must immediately inform the Principal in writing of any likelihood that the delivery time may be exceeded, stating the reasons for this and giving the expected delivery time, without prejudice to any rights the Principal may have as a result of the delivery time being exceeded.
- 5.9 The Principal retains the right at all times to postpone the Delivery. In such a case the Supplier shall, at its own cost and risk, keep the Products properly packed and conserved, stored separately from other goods and identifiable.
- 5.10 In the event that the Products relate to the implementation and/or completion of a work, then installation and (dis)assembly are included in Delivery and performance. Once a work has been completed and is ready for use, it will be surveyed and the Principal shall draw up an inspection report. The Principal can only accept a work expressly in writing.

Clause 6. Quality and guarantees

- 6.1 The Supplier guarantees that the Products conform fully with the Contract and the specifications contained therein, that the Products shall be of good quality and shall comply with all applicable national as well as international sector requirements, legislation, regulations and other governmental directions and that he will perform the Contract.
- 6.2 The Supplier shall, as soon as the Principal so requests, repair or replace defects in the Products within a reasonable period of time determined by the Principal. Repair or replacement is done at the Supplier's own cost and risk.
- 6.3 Guarantees in respect of Products take effect from Delivery and guarantees in respect of work take effect upon acceptance or, where appropriate, completion. Completion does not discharge the Supplier from any guarantee and/or liability.
- 6.4 This clause also applies to replaced or repaired parts, goods and/or work provided by the Supplier.
- 6.5 The Supplier, as well as the Employees deployed by it, shall observe all legal safety, health, environmental and similar regulations, as well as any conditions and orders that may be specified by the Principal, for which the Supplier is responsible.
- 6.6 The Supplier guarantees that it and any third parties acting directly or indirectly upon its instructions shall act in accordance with the OECD Guidelines for Multinational Enterprises.

Clause 7. Transfer of ownership and risk

- 7.1 Risk for and ownership of the Products are transferred to the Principal at the time the Products are delivered to the agreed place of delivery. In the event that the Principal has already made partial or complete payment, ownership of the Products is transferred fully to the Principal at the moment this payment is made.

Clause 8. Packing and transport

- 8.1 The Supplier shall pack and protect the Products in such a way that they reach the agreed place of delivery in good condition and can be safely unloaded there.
- 8.2 The costs of packing shall be borne by the Supplier. Ownership of the packing material transfers to the Principal at the time of Delivery. The Supplier shall, as soon as the Principal so requests and free of charge, remove the packing material and shall bear responsibility, in that case, for its destruction or recycling and for all associated costs.
- 8.3 The Supplier guarantees that the conveyance used for the transport of the Products will be cleaned thoroughly in order to prevent pollution/contamination and/or loss in quality of Products.
- 8.4 Cleaning means that at least all national, international and supranational legislation, regulations and other governmental directions with regard to cleaning of conveyance are complied with. The purpose of the Products – and with due observance of the enterprise(s) of the Principal – brings along that the cleaning needs to be exercised with a larger care than the aforementioned legislation, regulations and directions.

Clause 9. Inspections

- 9.1 The Principal retains the right at all times during manufacture, production, storage and/or transportation to inspect, or to have the Products inspected, regardless of where that may be. In all cases the Supplier shall (indirectly) give right of access to manufacturing, production, storage and/or transportation premises. The Supplier shall provide all assistance necessary to enable the inspection, free of charge.
- 9.2 If the Principal is of the opinion, at the time of or after delivery and/or inspection, that the Products do not comply with the requirements specified by the Principal and/or agreed upon, said Products can be rejected by the Principal in whole or in part.
- 9.3 Any part of the Products that is subject to inspection by or on behalf of a government authority can be rejected if, inter alia, approval and the inspection report from the relevant government authority are not made available before delivery. Amendments and/or improvements deemed necessary by a relevant government authority shall be carried out by the Supplier at its own cost prior to Delivery.
- 9.4 The Principal shall inform the Supplier that it has rejected the Products within a reasonable period of time.
- 9.5 Inspections and their results can never be construed as acceptance on the part of the Principal of the quality of the Products or compliance with the Contract, and do not exempt the Supplier from any responsibility or liability in that respect.

Clause 10. Termination

- 10.1 The Principal retains the right to terminate the Contract in whole or in part without notice of default and without legal intervention, without such termination resulting in any liability on the part of the Principal for costs and/or damages and without prejudice to the Principal's right to damages:
- should the Supplier be unable or unwilling to perform the Contract, or be unable or unwilling to perform it timely or completely;
 - in the event that the Principal rejects the Products in whole or in part;
 - in the event of (application /request for) suspension of payments or bankruptcy on the part of the Supplier, attachment on (part of) the Supplier's business property or goods, strikes or liquidation of, or transfer of the legal and/or actual control of its business, or withdrawal of any licenses;
 - where other circumstances exist that give the Principal reasonable grounds for doubting the continued ability of the Supplier to perform its contractual obligations to the Principal; and/or
 - when the Principal reasonably suspects that one or more of the abovementioned circumstances may exist.
- 10.2 In the case of termination, the Principal retains the right to keep Products that have already been received, or to return them to the Supplier at the Supplier's risk and cost, or to reject Products that still have to be offered for delivery. The Supplier is obliged to make immediate restitution to the Principal of payments made pursuant to the Contract less the value of the Products kept by the Principal.

Clause 11. Damages and indemnity

- 11.1 The Supplier is liable for any and all damage resulting from its non-compliance with the Contract and/ or from violation of any other contractual or non-contractual obligation by The Supplier.
- 11.2 The Supplier indemnifies the Principal against third party claims for compensation for damages.
- 11.3 Any penalty clause in the Principal's favour that the Principal and the Supplier may have agreed upon leaves the Principal's right to claim damages (exceeding the amount of the contractual penalty) intact.

Clause 12. Property of the Principal and liability

- 12.1 All goods and intellectual property rights ('resources') of the Principal, whether or not made available by the Principal to the Supplier and whether or not used by the Supplier, are and remain or become respectively the exclusive property of the Principal. The Supplier shall hold these resources as a loan for use, by the Supplier clearly indicating that they are the Principal's property, and shall keep them in good condition and shall bear all the risks, until said resources have been returned to the Principal. The Supplier shall use the resources solely for the performance of the Contract. The Supplier acquires no right at all in respect of the Principal's resources.
- 12.2 The Principal is not liable for any damage caused to the Supplier or third parties, unless the damage is the direct result of wilful intent or gross negligence on the part of the Principal or its management.
- 12.3 In no event is the Principal liable for indirect damages, such to include damages that are not the direct result of an attributable shortcoming, loss of goodwill, losses due to stagnation of business operations, reputation damage, loss of profits and turnover, missed savings, costs of a recall, compensation (for damages) (including fines) owed to third parties and delay losses.
- 12.4 Insofar as the Principal is nonetheless liable despite the foregoing, then its liability shall be limited to the invoice value or, if this is lower, the amount that is paid out in such cases under the liability insurance of the Principal.

Clause 13. Employees, income tax and contributions

- 13.1 The Supplier guarantees that the Employees deployed by it to perform the Contract conform to the Principal's requirements and to generally accepted requirements in respect of professional skill and expertise. In the event that the Principal has reasonable grounds for asking the Supplier to replace Employees deployed by it, including lack of conformity with the requirements referred to in the preceding sentence, the Supplier is immediately responsible for arranging suitable replacements.
- 13.2 The Supplier is obliged, to the Principal's satisfaction, to keep an attendance record of all those whom the Supplier has brought onto the Principal's premises in order to perform the Contract. This record, and a copy thereof, must be produced as soon as the Principal asks for it.
- 13.3 The Supplier shall oblige all the Employees deployed by it to perform the Contract, who are brought to work on the Principal's premises, to be in possession of a valid identity document (passport, driving licence, Netherlands identity card, identity card from another EEA country, or a Netherlands aliens' document) and to produce such when asked to do so by Employees designated by the Principal.
- 13.4 All obligations arising in connection with the Delivery in respect of social security contributions, premiums and advance premiums, all deductions in respect of income tax, all payments of value added tax and all other taxes and/or levies and the payment thereof shall be made timely by the Supplier. The Principal retains the right, should the case arise, to withhold payments to the Supplier and to deposit these amounts in the Supplier's blocked account or to pay them directly to the Collector of Taxes for the Inland Revenue Department and the Employee Insurance Agency (UWV).
- 13.5 The Supplier undertakes and ensures the Principal that the employment laws, social security laws, and taxation laws shall be observed in relation to the Products and in relation to the Employees deployed by it for the performance of the Contract. The Supplier shall indemnify the Principal against claims in relation to such.

Clause 14. Subcontractors and ultimate responsibility

- 14.1 In its agreements with subcontractors the Supplier stipulates that they shall waive every claim they may have against the Principal and also that they submit to all conditions applying to the Principal and the Supplier.
- 14.2 The Supplier must take all steps, including co-operation with any measures the Principal deems necessary, to limit as far as possible the Principal's liability under sections 34 and 35 of the Collection of State Taxes Act 1990 ("Invorderingswet 1990") in respect of temporary contract workers and ultimate responsibility.
- 14.3 The Principal retains the right, should the case arise, to withhold payments to the Supplier and to deposit these amounts in the Supplier's blocked account or to pay them directly to the Collector of Taxes for the Inland Revenue Department and Employee Insurance Agency (UWV).

Clause 15. Confidentiality

- 15.1 The Supplier shall treat the existence, nature and contents of the Contract as confidential and shall not disclose anything relating to the Contract without prior written consent from the Principal. The Supplier is also bound to treat all matters made known to it in the course of performance of the Contract that it can reasonably be expected to understand as secret or confidential, as confidential, unless these matters need to be made known to third parties to enable performance of the Contract. The Supplier undertakes and ensures that the Employees deployed by it for the performance of the Contract observe this obligation of confidentiality.
- 15.2 The Supplier has no right to make the existence of the Contract and/or the legal relationship with the Principal known to third parties in brochures, advertisements or otherwise without prior written consent from the Principal.
- 15.3 Without The Principal's prior written permission, photographing, filming, the making of other sound and/or vision recordings and all other forms of recording by the Supplier at or from the Principal's site is prohibited. The Supplier undertakes and ensures that the Employees deployed by it for the performance of the Contract observe this prohibition.
- 15.4 In the event of a breach of any of the foregoing provisions, the Supplier shall become immediately liable to pay to and on behalf of the Principal a fine of EUR 50,000 for each breach together with an additional fine of EUR 5,000 for every day that the breach continues, without prejudice to the Principal's right to full compensation for damages incurred. The Principal is entitled to demand both fulfilment of this penalty clause and the fulfilment of the obligation that gave rise to the penalty clause.

Clause 16. Data Privacy Protection

- 16.1 In case the Supplier processes personal data for the Principal in the course of its performance under the Contract, the Supplier will be qualified as data processor and the provisions of this clause will also qualify as data processing agreement as stipulated in the EU General Data Protection Regulation. The Supplier will solely process received personal data further to documented instructions from the Principal and will not in any way use (or cause to be used) such personal data other than necessary for its performance under the Contract.
- 16.2 The Supplier will implement appropriate technical and organizational security measures to ensure confidentiality and protection against loss or unlawful processing. The Principal has the right to periodically examine and evaluate these measures at costs of The Supplier. Supplier will at the Principal's choice, delete or return all personal data after the end of the provision of services relating to processing, unless storage is required by law.

- 16.3 At its first request the Supplier will assist the Principal and provide all information available which enables the Principal to comply with its own statutory obligations and to demonstrate this. Unless prior written approval of the Principal, the Supplier is not authorised to, in the course of its performance under the Contract, make use of further (sub)processors. In case the Principal does grant such prior written approval, the Supplier will always ensure that it impose upon such further processors the same data protection obligations as stipulated in this article.
- 16.4 The Supplier guarantees that, insofar applicable, it complies with its own legal and contractual obligations as stipulated in this article. The Supplier is liable towards the Principal for all damage of any kind, whether direct or consequential, resulting from its negligent or wrongful processing of personal data under the Contract. The Supplier (whether in its role as processor or otherwise) indemnifies the Principal against any third party claim or action resulting directly or indirectly from the processing of data by the Supplier in the course of its performance under the Contract.

Clause 17. Disputes and applicable law

- 17.1 Each Contract shall be governed solely by Dutch law. Application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.
- 17.2 All disputes between the the Principal and the Supplier shall, in the first instance, be heard by a competent court in the district where the Principal's contracting entity is domiciled, unless the parties have agreed to have the dispute settled via arbitration. In such a case, arbitration will take place pursuant to the Rules of Arbitration of the International Chamber of Commerce before one or more arbiters appointed in accordance with the aforementioned rules. In the event of arbitration, the Netherlands shall apply as the place of arbitration.

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