



## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS

### CORBION U.S.A.

#### 1. General

##### 1.1 The following definitions apply:

**"Agreement"** means any agreement between Buyer and Supplier concerning the purchase and delivery of the Goods under the Order (as defined below) and these Terms.

**"Applicable Laws"** means any law, judgement, statute, ordinance, rule or regulation of any national, regional or local governmental agency or authority applicable to Buyer and/or Supplier or the Goods sold hereunder as amended from time to time, including Sanctions.

**"Buyer"** means the Corbion entity identified in the Order and any of its affiliated companies.

**"Complementary Services"** means services Buyer receives from Supplier that are complementary or incidental to the supply of Goods (as defined below) under the Agreement.

**"Confidential Information"** means all technical, commercial, legal, financial or other information, personal data and materials disclosed under the Agreement by or on behalf of one party to the other, including the terms of the Agreement. Confidential Information does not include any information that: (i) was in the receiving party's possession before the date the disclosing party disclosed it (whether disclosed before or after the date of the relevant Order), as demonstrated by written records; (ii) is or becomes public knowledge through no fault of the receiving party; (iii) has been independently developed by the receiving party without access to, use of or reference to the Confidential Information, as demonstrated by written records; or (iv) the receiving party received from a third party who has no secrecy obligation to the disclosing party.

**"Deliverables"** means all documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Goods and Complementary Services.

**"Force Majeure"** means any circumstance beyond a Party's reasonable control which substantially interferes with performance of an Agreement, which, without limiting the generality of the foregoing, includes war or other action of military forces, pandemics, terrorism, riot, civil commotion, sabotage, vandalism, fire, flood, acts of God or legislative or administrative interference.

**"Goods"** means all goods that Supplier supplies to Buyer (including any of them or any part of them), related Deliverables and, if applicable, any Complementary Services.

**"Intellectual Property (IP) Rights"** means all (i) patents, patent applications, patent disclosures, and all related continuations, continuations-in-part, divisionals, provisionals, reissues, re-examinations, and extensions thereof, (ii) trademarks, trade names, service marks, brand names, and domain names, and all applications and registrations therefor, (iii) information fixed in any tangible medium of expression (whether or not protectable under copyright laws), copyrights, and all applications and registrations therefor, (iv) all rights in any secret process, know-how or other confidential information; and (v) all other intellectual property and proprietary rights and tangible embodiments of each and any of the foregoing, anywhere in the world.

**"Order"** means a written order issued by a Buyer to buy Goods from Supplier.

**"Parties"** means Supplier and Buyer (individually a **"Party"**).

**"Personal Data"** means personal data, as defined under Applicable Laws, including the EU General Data Protection Regulation (GDPR).

**"Restricted Person"** means any person or legal entity that is (i) designated by the United States (US) as a Specially Designated National & Blocked Person (SDN); (ii) otherwise subject to any Sanctions issued by the US which would prohibit the relevant transactions to be entered into or performed under this Agreement; (iii) designated under any of the Sanctions issued by the European Union (EU) or any of its Member States; (iv) designated under any of the Sanctions issued by the United Kingdom (UK); (v) owned or controlled by any person(s) referred to under

(i) and/or (ii) and/or (iii) and/or (iv) (individually or in combination); (vi) any person affiliated with or acting or purporting to act on behalf of any person(s) referred to under (i) and/or (ii) and/or (iii) and/or (iv) (individually or in combination); or (vii) is otherwise subject to any Sanctions.

"**Sanctions**" means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures, to the extent that such export controls or economic sanctions measures are applicable to the business, dealings and activities of Supplier or Buyer or their prospective counterparties, including but not limited to:

- (a) the economic sanctions issued by the EU;
- (b) the economic sanctions issued by the UK;
- (c) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control;
- (d) the US Export Administration Regulations maintained by the US Department of Commerce, Bureau of Industry and Security; and
- (e) any other such laws and regulations applicable to Supplier or Buyer, or any transaction under this Agreement,

regardless of whether Supplier or Buyer is acting in its own right or through its affiliates, owners, officers, employees, agents, or other persons acting on its behalf.

"**Supplier**" means the person(s), firm or company from whom Buyer orders the Goods.

"**Specifications**" means the technical specifications and formulae for the Goods approved by Buyer.

"**Terms**" means the terms and conditions of purchase set out in this document.

1.2 Reference to any number of days means calendar days.

## 2. Applicability of these Terms

2.1 Each quotation for Goods from Supplier will be deemed to be an offer by Supplier to sell the Goods exclusively upon these Terms. Any costs arising from the preparation of an offer shall be borne by Supplier.

2.2 These Terms are applicable to all Orders issued by Buyer and to any and all ensuing or relating Agreement between the Parties. No other terms or conditions shall be binding on Buyer unless agreed to in writing and signed by Buyer's authorized representative. All terms contained in Supplier's quotations, acknowledgments, invoices, or any other documents that deviate from these Terms, are hereby explicitly rejected and will not bind Buyer. If a conflict exists between these Terms and any other document regarding the subject matter thereof, these Terms prevail.

## 3. Prices

3.1 The price for the Goods will be the price stated in the Agreement, unless the Parties agree otherwise.

3.2 The price (including extra charges) for the Goods may not change without Buyer's prior written consent.

3.3 Supplier bears all currency risks.

## 4. Payment

4.1 Unless the Parties agree otherwise in writing, payment is due within the number of days, agreed in the Agreement, after Buyer receives Supplier's invoice. By submitting an invoice, Supplier represents that (a) the invoice contains all charges and fees relating to the Goods mentioned in the invoice, and (b) by paying the invoice, Buyer has fully and completely satisfied all charges and fees relating to the mentioned Goods. Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Buyer that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within ninety (90) days after the date of submission of the original invoice.

4.2 Either Party may set-off any amount owing at any time from the other Party against any amount payable relating to Buyer's purchase of Goods.

4.3 Buyer may suspend its payment obligations if Supplier breaches its obligations under the Agreement.

4.4 Supplier must mark all invoices, bills of lading, and packing lists to legibly show the complete order numbers and order line numbers and state the quantity and description of the Goods shipped in accordance with the Specifications, if applicable. Failure to do so may cause the invoice not to be accepted and returned to Supplier.

4.5 Payment will never imply a waiver by Buyer of any rights it might have according to this Agreement or under

5. Quality, packaging and transport

- 5.1 Supplier must ensure the Goods comply with the Specifications, and ensure full traceability of the Goods and all materials and ingredients used in the Goods and maintain documentary evidence thereof for at least ten (10) years as of the production date, to be provided upon Buyer's reasonable request.
- 5.2 Supplier must properly pack, protect and transport the Goods to ensure that they will arrive in good condition and safe for unloading, in agreed-upon units, numbers and volumes.
- 5.3 Supplier will pack (including pallets) and transport the Goods in accordance with the Order, requirements of the carrier and Buyer, and Applicable Laws. Buyer is not required to return to Supplier any packaging materials for the Goods, unless agreed upon in writing and at Supplier's expense. Supplier may not charge Buyer for packaging unless Buyer expressly agrees.

6. Delivery and acceptance of the Goods

- 6.1 Supplier will deliver the Goods to Buyer in accordance with the Incoterms set out in the Order and at the agreed date and time.
- 6.2 Buyer may cancel any Order in writing up till fourteen (14) days before the agreed delivery date, without Buyer being liable for any payment of damages or other compensation to the Supplier.
- 6.3 Unless otherwise agreed in writing, ownership and risk of loss of the Goods will transfer to Buyer upon delivery of the Goods to Buyer in accordance with the agreed Incoterms.
- 6.4 Time is of the essence for the delivery of the Goods. Supplier will immediately notify Buyer in writing if it becomes aware of a potential delay in delivery. If the Goods do not arrive on or before the stated delivery date in the Order, without prejudice to and in addition to any other rights or remedies available to Buyer under the Agreement, Buyer may (i) request Supplier to arrange for alternative transport of the Goods without additional costs to be charged, or (ii) cancel the Order, and (iii) purchase the Goods from a third party and Supplier shall promptly reimburse Buyer for all costs related thereto.
- 6.5 To confirm the Goods comply with the Agreement, Supplier shall perform all tests and inspections required under the Agreement and Applicable Law. Upon delivery of the Goods Buyer shall have thirty (30) days to inspect and accept the Goods. Acceptance of the Goods will be in writing. The Goods shall be deemed accepted by Buyer thirty (30) days after delivery. Acceptance of the Goods will mark the start of the warranty period and does not prejudice any remedies Buyer may have under the Agreement.
- 6.6 Supplier will provide to Buyer's customs compliance department a pre-alert containing all information and documentation needed to enable customs entry into each country into which the Goods are to be imported, including country of origin on the customs/commercial invoice, a certificate of origin, origin proof documents (EUR-1, ATR, Form A, and similar documents), and a Long-term Supplier Declaration (when applicable). Within the customs/commercial invoice provided by Supplier, Supplier will also declare the tariff code, rate of duty, value of the imported articles, commodity description or any other related required information. Supplier will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on Goods or articles manufactured from Goods. When requested by Buyer, Supplier must execute such documents as may be necessary to allow Buyer to claim duty preference under any and all applicable programs.

7. Warranties

7.1 General Warranties. Supplier warrants that:

- (a) Supplier possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under the Agreement and Supplier's personnel will perform the highest level of care, skill, prudent, foresight and diligence in accordance with practices, methods and procedures conforming to Applicable Law which would reasonably be expected from a skilled and experienced person undertaking all or part of the duties to be carried out and obligations under similar circumstances;



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- (b) Supplier will comply with Buyer's Supplier Code which can be found at Buyer's **website**;
  - (c) Supplier will comply with all Applicable Laws;
  - (d) neither it nor any of its affiliates, shareholders, beneficial owners, officers, directors employees, agents, (sub)contractors or any other party controlling it or acting for or on its behalf, is a Restricted Person, is affiliated with a Restricted Person, or is acting for on behalf of a Restricted Person;
  - (e) at the time of delivery, it has full legal and unencumbered title to the Goods, free and clear of any liens or encumbrances;
  - (f) it possesses all licenses and other required governmental or official approvals and permits required to perform its obligations under the Agreement.
- 7.2 Warranties for Goods. Supplier warrants that the Goods delivered to Buyer shall at the time of delivery:
- (a) be intact, undamaged and fully conform to the Specifications and requirements of any Order;
  - (b) be merchantable and fit for the purpose for which goods of that kind are commonly supplied or any specific purpose of which Supplier could reasonably be aware;
  - (c) not infringe any third-party IP Rights, either directly or contributorily;
  - (d) to the extent applicable, neither packaging of the Goods nor any labeling thereon will cause any of the Goods to be adulterated or misbranded Material Safety Data Sheet.
- 7.3 Warranties for Complementary Services. If Supplier provides Complementary Services, Supplier warrants and agrees:
- (a) that its employees or contractors performing the Complementary Services are in the possession of all required permits and certificates, and Supplier agrees to indemnify Buyer against any third-party claims in relation thereto;
  - (b) that it is solely responsible for its employees designated to the Complementary Services, including any payment of all compensation to its employees, provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of Supplier's personnel, and that Supplier's employees are not entitled to any benefits paid or made available by Buyer to its employees;
  - (c) to perform the Complementary Services in accordance with any service level specified in the Agreement.
- 7.4 The warranty period is twelve (12) months from delivery of the Goods and Services in accordance with Clause 6 above, or as otherwise set out in the Agreement.
- 7.5 The warranties provided for in clause 7 are in addition to those implied or available under Applicable Law and will not be affected by Buyer's acceptance of the Goods.
8. Defects and Remedies
- 8.1 If Supplier breaches its obligations under the Agreement including any of the warranties, upon prior notification to Supplier, Buyer may take any or all of the following remedial actions without prejudice to and in addition to any other rights or remedies available to Buyer, such as termination as stated in clause 14.1, in law or equity or those specified herein:
- (a) reject and return the Goods at Supplier's risk and expense;
  - (b) request that Supplier replace or repair the Goods within a period to be stipulated by Buyer and free of charge;
  - (c) cancel any outstanding Orders; and
  - (d) source the Goods from a third party, in which case (i) Supplier shall reimburse Buyer for all additional costs and (ii) if applicable, Supplier shall provide such third party at no cost with any licenses under Supplier's IP Rights.
- 8.2 Waiver of any breach by Buyer will not constitute Buyer's waiver of any other breach of the same or any other provision.

## Recall

- 9.1 Supplier must immediately notify Buyer in writing providing all relevant details if it discovers that there is:



- (a) any defects in the Goods which have been delivered to Buyer at any time, such defect also including any present or potential future non-compliance with Applicable Law, third party IP Rights, regulatory requirements and the like; or
  - (b) any error or omission in Supplier's instructions for use of the Goods, which causes or may cause any risk of death, injury, or damage to property.
- 9.2 Buyer may at any time, in its sole and absolute discretion, order any of the Goods recalled, and Supplier agrees to cooperate fully in effecting such recall. If the Goods recalled are found not to comply with any of Supplier's warranties in this Agreement, the Supplier will bear all costs and expenses incurred in effecting the recall (including, without limitation, all transportation costs, customer claims, storage costs, testing and inspection costs, and reasonable legal fees and costs); otherwise Buyer will bear the costs and expenses.
10. Compliance & Audit
- 10.1 Buyer may at any time audit Supplier's and its subcontractors' premises, operations, facilities and procedures to confirm that Supplier can perform the Agreement in accordance with its terms and acts in compliance with Applicable Laws, rules and regulations, including Buyers' Supplier Code which can be found at Buyer's website. To conduct the audit, Buyer and its authorized representatives may have access to Supplier's and its subcontractors' premises during normal working hours after giving reasonable notice to Supplier.
11. Intellectual Property Rights
- 11.1 Any Intellectual Property Rights in Buyer's Confidential Information will remain with Buyer and nothing in this Agreement will be deemed to grant Supplier any license or right under Buyer's IP Rights.
- 11.2 Except for IP Rights vested in Supplier as set out below, all right, title and interest in and to the Goods vest in Buyer.
- 11.3 Buyer's ownership rights in the Goods do not extent to Supplier's IP Rights that (i) pre-existed performance under the Agreement, (ii) are developed independently from performance under the Agreement or (iii) are used by Supplier but are not based on Buyer's IP Rights or Confidential Information.
- 11.4 Supplier grants (or will procure the grant) of a world-wide, irrevocable, non-exclusive, royalty-free, transferable license to Buyer and with the right to sub-license to possess, use and modify any of Supplier's IP Rights embodied in the Goods to the extent necessary for Buyer to use the Goods in manufacture (either by Supplier or through third-party toll manufacturing), and in products and formulations, to store, transport, distribute, market, sell, and engage in other activities relating to commercialization of the Goods, exploit, sell, operate, maintain and repair the Goods.
- 11.6 Supplier will indemnify Buyer against all claims, demands, actions, costs, expenses (including legal expenses), liabilities, losses and damages arising from or incurred by reason of any direct, contributory or indirect infringement or alleged infringement of any third party IP Rights through the use of the Goods by or on behalf of Buyer, the storage, shipment, distribution or sale of the Goods.
12. Confidential Information; Personal Data
- 12.1 The Parties acknowledge that while performing any Agreement each Party may obtain the other Party's Confidential Information. Confidential Information will remain the sole and exclusive property of the disclosing Party.
- 12.2 Neither Party shall (i) use the other Party's Confidential Information for any other purpose than the performance of the Agreement and (ii) disclose the other Party's Confidential Information to any other person than its officers, directors and employees who need to know the Confidential Information to enable the performance of the Agreement and who have been made aware of and agree to comply with these confidentiality obligations. Each Party, disclosing the other Party's Confidential Information to such person will be liable for any breach of the terms of this Agreement by any such persons.



- 12.3 Each Party will protect the Confidential Information against unauthorized access, use or disclosure with at least the same degree of care used to protect its own Confidential Information of a similar nature, but with not less than reasonable care.
- 12.4 If a disclosure of Confidential Information is required pursuant to a valid court order or an order of an authorized agency, Parties (to the extent legally and practically possible) must promptly inform the other Party of the circumstances and nature of the information to be disclosed and give this Party a reasonable opportunity to limit or protect against such disclosure at the concerning Party's costs. Each party will provide all information and assistance reasonably requested by the other party in connection therewith. If a Party is nevertheless compelled to disclose any Confidential Information of the other Party, this Party must limit its disclosure only to that information which, in the reasonable opinion of counsel, is required under Applicable Laws.
- 12.5 Upon the expiration or termination for any reason of this Agreement, or upon a Party earlier written request, the other Party will promptly stop using the Confidential Information and will either destroy or return all Confidential Information (including copies and summaries thereof) and will confirm the same in writing. Each Party, however, (a) may keep one copy of the Confidential Information in the files of its legal department or outside counsel for the sole purpose of determining its legal obligations, and (b) will not be required to destroy or return archival computer backups maintained as part of its reasonable IT policy and containing further copies of the Confidential Information or any part thereof.
- 12.6 Supplier warrants to neither process any Personal Data for its own purpose nor to involve any subcontractors in processing any Personal Data without Buyer's prior written consent. Buyer may audit Supplier's compliance with these privacy laws, including Supplier's obligation to take appropriate technical and organizational measures to protect the Personal Data involved. Supplier will contribute and cooperate with such an audit and will ensure that its subcontractors will also cooperate as determined reasonably necessary by Buyer. If Supplier provides Personal Data of any individuals to Buyer, Supplier represents and warrants that:
- a. Personal Data disclosed by Supplier to Buyer has not and will not violate any person's right or applicable (privacy) laws, and (where applicable) consent has been obtained by the Supplier;
  - b. Buyer can lawfully collect, use, disclose and transfer such Personal Data further as set out in Buyer's Privacy Notice as may be amended from time to time, including all purposes under this Agreement.
- 12.7 The Parties agree that, if Supplier becomes a processor of Personal Data (as defined in the GDPR and other applicable privacy legislation) on Buyer's behalf during the term of this Agreement, the Parties will in good faith negotiate and timely enter into a data processing agreement.
13. Liability and insurance
- 13.1 Supplier shall be liable towards Buyer for (i) any breach or default by Supplier under this Agreement (including breach of warranty); (ii) for actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, claimed to result in whole or in part from any actual or alleged defect in the Goods, whether latent or patent; (iii) for any actual or alleged violation of any Applicable Laws.
- 13.2 Insurance. Without limiting the liability of Supplier under these Terms, Supplier shall procure and maintain the following: (i) commercial general liability insurance, including bodily injury and property damage liability, product liability, in an amount not less than USD 1,000,000 combined single limit, per occurrence and USD 2,000,000 aggregate for claims of bodily injury, including death and property damage that arise from acts, omissions or negligence of Supplier in its performance under the Agreement and (ii) Umbrella Coverage: Not less than USD 5,000,000 per occurrence and in the aggregate.
- 13.3 Such insurance shall apply as primary and no other insurance shall be required to contribute to a loss covered thereunder. The insurance coverage required herein must 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) and be endorsed to provide 30 days written notice to Buyer of any cancellation or reduction in coverage. Certificates of insurance evidencing the required coverage and limits shall be furnished to Buyer annually. The coverage shall be maintained throughout the contract period and shall survive for 2 years following contract termination.

14. Termination

- 14.1 Without prejudice to its other rights and remedies, Buyer may terminate the Agreement by giving Supplier written notice taking immediate effect:
- (a) if Supplier breaches any warranties, obligations or other terms 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) if Supplier's suspends payment or files or enters into bankruptcy, liquidates, closes its business, withdraws or cancels any necessary permits, has its property or Goods seized 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); or
  - (c) if Supplier's or its ultimate parent company changes ownership.
- 14.2 If Complementary Services are terminated, either in whole or in part, Buyer will pay Supplier only for Complementary Services satisfactorily performed under the Agreement, for obligations incurred prior to the effective date of the termination, and for such additional amounts directly related to work performed by Supplier in terminating, providing that the work or Deliverables were authorized in advance by Buyer, and subject to other provisions of this Agreement that may reduce or suspend payment.
- 14.3 If the Agreement is terminated for any reason, neither Party will be released from the payment of any sum outstanding and all indebtedness of one Party to the other Party will become due and payable and will be paid within five (5) days after termination;
- 14.4 Expiration or termination of the Agreement (in whole or part) will not affect clauses 1, 7, 9, 10, 11, 12, 13, 14, 16, 17, or any other clause expressed or designed to survive expiry or termination.

15. Force Majeure

- 15.1 A Party shall not be liable for delay, non-performance or part performance of the Agreement due to Force Majeure.
- 15.2 The Party claiming Force Majeure will inform the other Party as soon as commercially possible of Force Majeure (but not longer than five (5) days thereafter) and if the event of Force Majeure limits supply of Goods, Supplier will give Buyer the same priority for the provisions of Goods as it does to other customers with written agreements.
- 15.3 If a Party claiming Force Majeure is unable to perform any of its obligations under the Agreement as a result of a Force Majeure event for more than thirty (30) days, a Party may terminate that Agreement, at any time and without any liability, by giving written notice to the other Party.
- 15.4 During any such delay or default by Supplier, Buyer may elect to (a) purchase the described goods or services elsewhere and, at Buyer's sole option, apply such purchases to reduce the quantity of Goods deliverable under any applicable Order, or (b) terminate any outstanding Orders.
- 15.5 The following events do not constitute a Force Majeure on the part of Supplier: Covid-19 pandemic and governmental measures related thereto, strike or non- performance by its suppliers or any of its subcontractors and the mere shortage of labor, materials, raw materials, ingredients, or public utilities, or strikes by its employees.

16. Miscellaneous

- 16.1 Neither Party may assign or transfer any rights or obligations arising under the Agreement to a third party without prior written consent of the other Party. Reasonable conditions may be attached to this consent. Notwithstanding the foregoing, either Party may assign the



- Agreement in part or in full to any of its affiliates without prior written consent of the other Party. Any transfer in violation of these restrictions is void.
- 16.2 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 and the Agreement remain valid and enforceable, and the Parties will negotiate in good faith a substitute clause, which reflects most closely the original intent of the Parties.
- 16.3 The Agreement may not be modified or amended, except by a written instrument signed and delivered by each Party. Unless otherwise explicitly agreed, the Agreement constitutes the entire agreement between the Parties with respect to the purchase and sale of the Goods and delivery of the Complementary Services.
- 16.4 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.
- 16.5 Nothing in this Agreement may be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being an independent contractor.
- 16.6 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 16.7 Section titles and captions are used for convenience only and are not to be used in attempting to construe any part of these Terms.
17. Governing law and jurisdiction
- 17.1 The formation, existence, performance, validity and all aspects whatsoever of all Agreements and these Terms will be governed by and construed in accordance with the laws of the State of Kansas, U.S.A. without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction.
- 17.2 All disputes arising under or in connection with this Agreement will be exclusively be adjudicated in the state and federal courts located in Johnson County, Kansas, U.S.A..

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