

GENERAL TERMS AND CONDITIONS OF PURCHASE PACCOR BELGIUM N.V.

1. General

1.1. These General Terms and Conditions of Purchase ("**General Terms**") apply for the purchase of Goods, Services (individually "**Services**") or both (collectively "**Goods**") as described in a Purchase Order issued by, or in an agreement signed by, **PACCOR Belgium N.V.**, a PACCOR Company, or any of its affiliates, hereinafter referred to as "**Buyer**", from a supplier as described in a purchase order or contract or agreement, hereinafter the "**Supplier**", either being referred to as "**Party**", and collective as "**Parties**".

1.2. A "**Purchase Order**" is an order issued by Buyer for the purchase of Goods, together with the specifications, drawings, terms and conditions, or other documents referred to, attached to, or incorporated by reference in a Purchase Order. Either Supplier's written acknowledgement or Supplier's full or partial performance, whichever occurs first, will constitute acceptance of a Purchase Order or any amendment thereto. Any proposal for additional or different terms and conditions (whether included in Supplier's quotes acknowledgment, or any other document) is rejected unless accepted in writing by the Buyer.

1.3. The Purchase Order and the General Terms and Conditions of Purchase supersede any prior communications, representations, promises, or negotiations, whether oral or written, regarding the subject matter of the Purchase Order. All documents referenced herein, in a Purchase Order, contract, or agreement entered into by the parties are interpreted together as one "**Agreement**". If there is an irreconcilable conflict among the provisions of these documents, the following order of precedence applies: (a) any document executed by both parties after execution a Purchase Order intended to amend or supersede the terms of such Purchase Order; (b) other documents agreed to in writing by the parties; (c) any framework Agreement or other contract entered into by the parties regarding sale and purchase of Goods; and (d) these General Terms and Conditions of Purchase; and finally (e) the face of the Purchase Order and any supplemental terms included or incorporated by reference therein.

2. Production Location/Quality Control

2.1. When requested by Buyer, the Supplier shall, at its own expense and without delay, provide samples of the Goods and/or of the materials used in the manufacture of the Goods for the Buyer to assess Supplier's compliance with its obligations, orders and specifications under the Agreement.

2.2. Buyer, its officers, agents, and representatives shall have the right, without cost to Buyer, to enter upon the sites where the work under the Agreement is performed to inspect and verify compliance with Buyer's obligations under the Agreement and the facilities, equipment and methods used by Supplier in the manufacture, production, packaging, storage and handling of the Goods.

2.3 Supplier shall take all reasonable steps necessary to implement any reasonable proposal made by Buyer. Notwithstanding any other provision of this Section 2, Supplier shall at all times remain solely responsible for the quality control of the Goods.

3. Forecasting, capacity and volumes

3.1. For planning purposes only, the Buyer will forward regular non-binding forecasts of requirements to the Supplier.

3.2. In the event that the quantities actually taken deviate from the estimated quantities, no compensation shall be payable to the Supplier.

4. Moulds/Print Origination

4.1. Unless otherwise agreed, the moulds/print origination and other tools and instruments (collectively "**Paccor's Tools**") paid, whether partially or fully, by the Buyer and used for the manufacturing of the Goods shall automatically vest in the Buyer's ownership.

4.2. The Supplier agrees and undertakes that Paccor's Tools shall be used exclusively for the supply of Buyer's Goods and shall never be used for third parties' supply, unless expressly authorised in writing by the Buyer.

4.3. Paccor's Tools are under the control of Supplier and any damage or loss to Paccor's Tools shall be reimbursed by Supplier to Buyer. The Supplier shall at all times be responsible for the maintenance, repair and insurance of Paccor's Tools while Paccor's Tools are under its responsibility.

4.4. Upon termination of an Agreement, or at the request of the Buyer, Paccor's Tools shall be returned to Buyer within twenty (20) days at Supplier's expense.

5. Delivery, Shipment and Packaging

5.1. The Supplier shall deliver the Goods at the place, in the quantity and on the date(s) specified in the Purchase Order. Time is of the essence and failure to deliver on the date(s) specified in the Purchase Order will be considered a material breach of Agreement.

5.2. Deliveries to Buyer Group's warehouses shall be made Mon-Thu 8am-4.30pm, Fri 8am-3.30pm, unless otherwise specifically stated in the Purchase Order.

5.3. All Goods shall be packed in accordance with the Buyer's specification or, if there is none, in accordance with good commercial practice, so as to arrive in undamaged condition. If the Goods are damaged in transit because the Supplier has failed to pack the Goods in such a manner, the Supplier shall be responsible for replacing any detachable parts which are damaged with new (non-remanufactured) parts.

5.4. The Supplier shall ensure that the Goods are suitable for food use, which means that: (a) the Goods are carefully and hygienically packaged; (b) the Goods bear a best before date and all information required by law; (c) the Goods and packaging are clean and contain no alien objects or hazardous substances; (d) all legal requirements are met.

5.5. If Supplier supplies Goods to be used or processed for "Food Contact Material" (FCM), Supplier shall ensure that: (a) the handling of the Goods is carried out under appropriate conditions; (b) the Goods are handle in a manner that does not compromise their quality and food safety; (c) the handling of the Goods do not pose a health or safety risk to employees; (d) no mixed transport is used with Goods other than those ordered by the Buyer; (e) use transport companies that maintain a management system in accordance with the logistics standards accepted by GFSI or equivalent standard.

5.6. If Supplier supplies Goods to be used or processed for "Food Contact Material" (FCM), Supplier shall ensure that: (a) all Goods are transported on clean, dry, odour free and undamaged pallets, slip-sheets or on a means of transport determined by the Buyer; (b) if the Goods are transported on wooden pallets, a pad (cardboard, plastic or similar) shall be used to protect the goods from possible contamination with wood splinters - the material of the pad shall be suitable for indirect food contact use.

5.7. If Supplier supplies Goods to be used or processed for "Food Contact Material" (FCM), Supplier shall ensure that the vehicles use to transport the Goods shall: (a) be sealed for safety; (b) be clean, free of pest and odour; (c) be in good conditions and suitable for transporting the Goods; (d) not have wooden side planks as the wood may contaminates the Goods; (e) have never transported hazardous materials in the past.

5.8. Supplier shall provide Buyer with any documents or information Buyer may require to comply with international trade regulations or to lawfully minimize duties, taxes and fees.

6. Shipping Terms, Title Transfer and Risk Loss

6.1. Unless otherwise agreed, the Supplier shall deliver the Goods DDP to the Buyer's plant specified in the Purchase Order. The terms of delivery shall be interpreted in accordance with the Incoterms, latest edition. Notwithstanding the provisions of Article 1, if a different delivery term is specified in the Purchase Order, the delivery term in the Purchase Order shall prevail.

6.2. Legal ownership of the Goods shall pass to Buyer upon receipt of the Goods at the place designated by the Buyer, whether this is an address of the Buyer or of a third party designated by the Buyer.

6.3. Supplier shall indemnify Buyer for all additional freight charges, including duties, taxes and tariffs, or any other costs if Supplier's shipment is nonconforming in any respect.

7. Inspection

7.1. Buyer may, in its sole discretion, inspect all or any sample of the Goods and reject all or any part of the Goods which are defective or non-conforming. No inspection, testing, approval, design approval or acceptance of the Goods shall relieve Supplier of responsibility for warranty or defects, if any.

8. Warranty

8.1. Supplier warrants to Buyer, its successors, assigns, customers and end users that all Goods (including any replacement or corrected Goods or components): are free from defects in materials, workmanship and design; conform to applicable specifications, drawings, designs, quality control plans, samples and other descriptions provided or specified by Buyer; are not exposed to microbiological, foreign body or chemical hazards; are merchantable and fit for their intended purpose; comply with all applicable laws; are free of aliens or other encumbrances; and do not infringe any patents, published patent applications or other intellectual property rights of third parties. Goods that do not meet all of the foregoing standards are collectively called "**Non-conforming Goods**". Services will be performed in accordance with the highest standards in the industry.

8.2. Buyer shall be entitled to use, sale, distribute or otherwise dispose of the Goods.

8.3. The warranty period shall be at minimum forty-eight (48) months from the date of delivery. These warranties are effective from delivery, inspection, acceptance and payment by Buyer. Buyer is entitled to raise claims any time as from discovery of Non-conforming Goods, even if the Goods have been previously inspected, including after termination of the Agreement as long as the warranty period has not expired.

8.4. The Buyer may by notice in writing to the Supplier require the Supplier to correct or replace the Non-conforming Goods forthwith. If Supplier fails to correct or replace the Non-conforming Goods within a reasonable time, Buyer may, in its sole discretion: (a) correct any retained defective or Non-conforming Goods at Supplier's expense; (b) replace

them with Goods from another supplier and charge Supplier for the cost thereof; or (c) terminate the Agreement for cause without any compensation due to Supplier.

8.5. For all the matters of the Agreement, the term "**Deliverables**" means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials that Supplier creates, prepares or delivers to Buyer or otherwise produces, designs, creates, proposes or develops as a result of the Agreement. Supplier represents and warrants that the Goods and any Deliverables do not infringe any patent, trademark, copyright or trade secret right of any third party and that no third party has any security, interest or property rights in the Goods. The warranty contained in this Article 8.5 shall apply perpetuity.

9. Quality

9.1. Upon Buyer's request, Supplier shall promptly provide real-time production and process data in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("**Supplier Quality System**") for the Goods delivered under the agreed that is acceptable to Buyer and Buyer's customers and complies with the quality requirements of the Agreement and/or any other quality requirements or specifications agreed to in writing by the Parties ("**Specifications**"). Buyer's acceptance of Supplier's Quality System and approval of its qualifications shall not alter Supplier's obligations and/or liability under the Agreement, including Supplier's obligations to its subcontractors and sub-subcontractors. If the Supplier's Quality System does not meet the terms of the Agreement, the Buyer may, at the Supplier's expense, require additional quality assurance measures necessary to meet the Buyer's Specifications.

9.2. Supplier shall maintain complete records of its quality system, including all test and inspection data, and shall make such records available to Buyer and its customers for the longest of: (a) three (3) years after the completion of the Agreement; (b) the period specified in the Specifications applicable to the Agreement; or (c) the period required by applicable law.

9.3. At the time of shipment of the Goods to Buyer, Supplier shall, at Buyer's separate request, send the certificate of analysis for each shipment of Goods to Buyer's quality control department at Buyer's receiving facility or at such other location as Buyer may designate.

9.4. Supplier shall retain a sample of each shipment of the Goods for a minimum of two (2) years. In addition, Supplier shall retain production/batch records identifying the batches of raw materials used in the production of a batch of Goods for two (2) years.

9.5. Buyer shall have the right, at no charge to Buyer, to access the site where the work under the Agreement is performed, in order to (a) conduct quality audits; (b) perform and witness inspections or tests of the Goods or services furnished hereunder at Supplier's facility (or elsewhere); and (c) assess conformance with Buyer's Specifications.

9.6. If the Supplier is not the manufacturer of the Goods, he shall certify in the certificate of conformity the traceability of the Goods to its own suppliers or subcontractors. If the Supplier cannot certify the traceability of the Goods, he shall not dispatch those Goods without the written consent of the Buyer.

9.7. Any review or approval of drawings and/or Specifications by Buyer shall be for the benefit of Supplier and shall not relieve Supplier of its responsibility to comply with all requirements of the Agreement.

9.8. Without prejudice to Buyer's rights to audit Supplier, all Goods delivered under the Agreement shall be received subject to Buyer's right to inspect, count, test, accept and/or reject in accordance with the Specifications. Payment for Goods delivered under the Agreement shall not constitute acceptance thereof, and all payments against documents shall be made subject to Buyer's rights for defects in the Goods, including but not limited to defects visible on the face of the Goods. The making or failure to make any inspection or acceptance of the Goods or services shall in no way affect Buyer's right to reject Non-conforming Goods or to pursue any other remedy to which it may be entitled.

9.9. The Supplier shall have a system in place to provide the Buyer, at the Buyer's request, with information on the materials or processes used to produce the goods, the chemical properties and their trustability. Supplier shall provide such information within twenty-four (24) hours of Buyer's request.

9.10. If Supplier supplies Goods to be used or processed for "Food Contact Material" (FCM), Buyer shall have the right to control the Supplier's site where the work under the Agreement is performed, throughout the entire Goods' life cycle (production, transport, storage, etc.), biological, physical and chemical hazards, through a HACCP approach based on continuing application of relevant Goods hygiene practices.

9.11. The HACCP approach shall clearly formalize the nature and the control of chemical hazards which could migrate in food in food products. A focus is asked in Goods manufacturing practices to control foreign bodies and contamination via employees (microorganism and allergens).

9.12. If Supplier supplies Goods to be used or processed for "Food Contact Material" (FCM) the Buyer shall have the right to implement a risk analysis linked to the raw materials vulnerability and to control the implementation of associated preventive measures by the Supplier.

9.13. If Supplier supplies Goods to be used or processed for "Food Contact Material" (FCM) the Buyer shall have the right to implement a risk analysis linked to food defense and to verify the implementation of associated preventive measures by the Supplier, at all Supplier's production and storage sites where the work under the Agreement is performed, and during the transport. Measures are in place to guarantee the inviolability of the Goods.

10. Price

10.1. The Supplier shall supply the Goods at the prices specified in the Agreement. The prices for the Goods payable by the Buyer are exclusive of any applicable value added tax (VAT) which will be shown separately. The prices for the Goods shall be in DDP, Buyer's place of business, inclusive of all packaging and transportation costs, unless otherwise expressly agreed in the Agreement. During the term of the Agreement, the prices of the Goods are fixed. A price increase (whether due to increased material, labour or transport costs, exchange rate fluctuations, investments or otherwise) shall only be permitted with the prior written consent of the Buyer.

11. Invoicing and Payment

11.1. Unless otherwise agreed with Buyer, Supplier shall submit to Buyer after each delivery an invoice setting forth order number, a description of the Goods delivered and, as applicable and in addition to other required invoice information, part numbers, quantity hours, unit and total prices, taxes and other governmental charges, which shall be shown separately on the invoice.

11.2. In the case of Goods coming from abroad, the invoices and customs documents must contain all the information necessary for the clearance of the Goods.

11.3. Unless otherwise agreed, the following payment terms apply to the Buyer: sixty (60) days to the end of the month or cash payment with a two percent (2%) discount. Invoices for cash payment are settled on the 5th, 15th and 25th of each month. Other invoices will be paid on the 25th of the month at the end of which the invoice is due. If a payment date does not fall on a regular business day, payment will be made on the next business day.

11.4. The Supplier shall not suspend the supply of Goods to the Buyer for any reason.

11.5. The Buyer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Agreement between the Supplier and Buyer and/or any Buyer Group company.

12. Force Majeure

12.1. Neither party shall be responsible for or in default of performance under the Agreement due to acts of God, fires, floods, war, warlike acts, riots or civil commotion ("**Force Majeure Event**"). It is expressly agreed that Supplier's ability to sell the Goods at a more favourable price or Supplier's economic hardship in purchasing the materials shall not constitute a Force Majeure event.

12.2. Notwithstanding the above, Supplier is responsible for ensuring the supply of Goods to Buyer resumes as soon as practicable.

12.3. The party affected by Force Majeure Event shall promptly notify the other party in writing, including the expected duration of the Force Majeure Event, and shall use all reasonable efforts to remedy the possible impacts of the Force Majeure Event if it can be remedied. If Supplier's delivery is delayed, Buyer may, in its sole discretion, cancel scheduled deliveries or elect to extend the period of performance, and Supplier shall allocate its available supply of Goods so that Buyer receives at least an equal share of Supplier's total production as was allocated to Buyer prior to the event of excusable delay. If delivery of Goods is delayed for more than thirty (30) days, Buyer may cancel all or a portion of the Agreement without liability.

13. Notice of Delay

13.1 If anything delays or threatens to delay the timely performance of the Agreement, Supplier shall promptly notify Buyer in writing of all relevant information, including, but not limited to, the reasons for the potential delay and Supplier's short- and long-term remedies.

14. Confidentiality

14.1. "**Confidential Information**" means (a) the terms and conditions of the Agreement; (b) all information and materials disclosed or provided by Buyer to Supplier, including Buyer's property or any data or information provided by Buyer to Supplier for the purpose of performance of the Agreement; (c) any information or data derived from or based on Buyer's property, Buyer's data or the Deliverables; and (d) all intellectual property rights and Deliverables of Buyer (including know-how and trade secrets). Supplier shall: (a) use Confidential Information only for the purposes of performing its obligations under the Agreement; and (b) exercise the same degree of care as it exercises with respect to its own

confidential information that is at least a reasonable standard of care to prevent disclosure of Confidential Information, except to its officers, directors, managers and employees who have a need to know the Confidential Information and only to the extent necessary to perform its obligations under the Agreement. All such employees shall have Confidentiality Agreements in place that are no less restrictive than this section. Supplier acknowledges that Buyer will suffer irreparable harm if Confidential Information is used or disclosed in violation of this section.

14.2. The limitations set forth in article 14.1. shall not apply to portions of Confidential Information if such information: (a) is or becomes generally available to the public, unless it is the result of a disclosure by Supplier; (b) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer, if to Supplier's knowledge such source is not subject to a duty of confidentiality to Buyer; or (c) has been independently developed by Supplier without reference to the Confidential Information, as evidenced by written documentation.

14.3. Supplier agrees to Buyer to keep all Confidential Information strictly confidential during the term of the Agreement and in relation with know-how and trade secrets for an unlimited period of time, and in relation with other Confidential Information for ten (10) years thereafter.

15. Changes

15.1. Buyer may, by written notice to Supplier: (a) order changes in drawings, designs, specifications, shipping or packaging methods, quantity, timing or location of delivery of the Goods; (b) reschedule the Services; or (c) require additional or reduced Services. If a change results in an increase or decrease in the cost or time required to complete a Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates, or both, and the Purchase Order will be modified in writing accordingly. A claim for adjustment under this article may, at Buyer's option, be deemed waivable unless made in writing and received by Buyer within thirty (30) calendar days from the date Supplier received Buyer's directed change to a Purchase Order. Notwithstanding any disagreement between the parties as to the effect of any change, Supplier shall diligently continue its performance under the Purchase Order until such disagreement is resolved.

16. Design, Process, Site, Source, or Material Changes

16.1. Supplier shall not make any changes in the Specifications, design, materials, place of manufacture, manufacturing equipment, production processes, change between a manual and an automated process, or any other process relating to the Goods in effect at the time of issuance of the Purchase Order without Buyer's prior written consent. This requirement applies whether or not the change affects cost and regardless of the nature of the change, including material improvements.

17. Termination

17.1. The nonbreaching party may terminate the Agreement, in whole or in part, without liability if the other party commits a material breach and, if such breach is capable of remedy, the breaching party fails to cure the breach within thirty (30) calendar days after receipt of written notice specifying the reasons for the breach. A material breach shall include, but not be limited to, Supplier's failure to deliver on time or to deliver non-conforming Goods or Supplier's misuse or disclosure of Buyer's confidential information or Deliverables not expressly authorised in writing by Buyer.

17.2. A solvent party may terminate the Agreement, in whole or in part, by written notice if the other party becomes insolvent or if a petition in bankruptcy, receivership, reorganization or assignment for the benefit of creditors is filed or proceedings are instituted by or against such party.

17.3. Notwithstanding any specified period or quantity of the Agreement, Buyer may terminate the Agreement at any time without cause for non-delivery of Goods or non-performance of Services upon ten (10) Business Days written notice.

17.4. If Buyer terminates the Contract pursuant to Article 17.3, Buyer's sole liability to Supplier and Supplier's sole and exclusive remedy shall be payment for the Goods received and accepted by Buyer prior to termination and an amount reflecting the cost of time and materials directly attributable to the work in progress on Buyer's behalf at the time of termination, but such compensation shall not include loss of anticipated profits or consequential damages.

17.5. To the extent that any portion of the Agreement is not terminated pursuant to this Termination Article, Supplier shall continue to perform such portion.

18. Miscellaneous

18.1. Nothing in the Agreement shall create a partnership, joint venture, trust agency or similar relationship between the parties, and neither party shall be deemed an agent of the other. Neither party shall have any right, power or authority to act on behalf of the other party or to incur any obligation, express or implied. Supplier agrees not to solicit, directly or indirectly through any third party, any employees of Buyer for employment during the term of the Agreement.

18.2. Supplier shall not use the Buyer's name or trademarks or refer to or identify the Buyer in any advertising, press release, promotional or marketing material unless agreed to in writing by the other party. In addition, Supplier will not represent or suggest, either implicitly or explicitly, that Buyer's use of its services or supplies constitutes an endorsement of its services or supplies by Buyer.

18.3. Supplier will maintain and carry liability insurance including, without limitation, public liability insurance (including product liability) in an amount deemed appropriate for Supplier having regard to the scale and risk involved in Supplier's business and the supply of Goods to Buyer, but in no event less than one million Euros (€1,000,000). Upon Buyer's request, Supplier shall provide Buyer with a copy of the insurance certificates evidencing its compliance with such requirements.

18.4. No change or modification to these General Terms and Conditions of Purchase or to the Agreement shall be valid unless made in writing, specifically marked that it amends the Agreement and signed by both parties.

18.5. Any assignment or attempt to assign or subcontract Supplier's obligations under the Agreement without Buyer's prior written consent shall be null and void and shall give Buyer the right to terminate the Agreement for default.

18.6. Subject to the provisions of these General Terms and Conditions of Purchase, Supplier assumes all responsibility and liability for all shipments covered by the Agreement for which a government import or export licence is required. Supplier shall comply with all export laws and regulations of all countries involved in transactions related to the Agreement.

18.7. The failure or delay of either party to enforce at any time any of the provisions of these General Terms and Conditions of Purchase or the Agreement shall not be construed as a continuing waiver of such provisions, nor shall such failure or delay affect the right of such party to take any action to enforce such provisions in the future.

18.8. In the event that any provision of these General Terms and Conditions of Purchase or the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties agree that the court shall construe the provision to be valid and enforceable to the fullest extent permitted by the law of the applicable jurisdiction, and the remaining provisions shall remain in full force and effect.

18.9. The parties agree in good faith to perform their obligations under the Agreement and will use good faith efforts to cooperate with each other in all matters related to the Agreement.

18.10. In the event of any inconsistency between the provisions of the Agreement and any translation into another language, the meaning in the English language shall prevail.

19. Applicable Law

19.1. The construction, interpretation and performance of the Agreement will be governed by and interpreted in accordance with the laws of Belgium.

19.2. All disputes arising from or relating to the Agreement shall be within the exclusive jurisdiction of the court located within Brussels (Belgium), and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.

19.3. The applicability of the 1980 Vienna Convention on the International Sale of Goods is excluded.