

**JDE PURCHASE TERMS**

These purchase terms (the "**Terms**") apply if a Jacobs Douwe Egberts B.V. group company ("**JDE**") requests for the provision of and/or acquires goods, services or other deliveries of any kind from you ("**Supplier**") by means of the execution of an agreement, a purchase order issued by JDE or by Suppliers performance in accordance with a request of JDE (the "**Agreement**"). The applicability of general terms and conditions of Supplier is rejected. Unless explicitly agreed otherwise the Terms also apply to any subsequent agreement concluded between JDE and Supplier.

**PART 1 - GENERAL**

**1. Applicability and order of precedence**

- 1.1. The provisions of this Part 1 (General) apply to all Agreements. In addition to this Part 1, specific additional provisions as set out in Part 2 (Sale of goods) or Part 3 (Provision of services) may apply, as the case may be.
- 1.2. If a provision in these Terms conflicts with a provision in the Agreement, the provision in the Agreement will prevail.

**2. No exclusivity / volume commitment**

- 2.1. JDE shall (i) not be bound by any type of exclusivity with regard to the purchase of any good or service and (ii) not be obliged to purchase a minimum volume of any good or service.
- 2.2. The conclusion of the Agreement does not entitle Supplier to any follow-up orders.

**3. Invoices and payment**

- 3.1. Supplier will only supply goods or services if an Agreement is concluded and/or a purchase order has been issued. The Agreement and invoices will be exclusively provided by electronic communication as determined by JDE. If several JDE entities purchase goods or services Supplier will issue separate invoices for each entity. Invoices will be submitted in accordance with the instructions of JDE and will at least include the name of the legal entity and address, VAT number, purchase order number.
- 3.2. All prices are inclusive of all sales, use, excise, value-added and other similar taxes or duties, as well as all expenses related to delivery of goods or the provision of services, packaging costs, costs of disposal of packaging materials and any overhead-, assembly-, installation- and instruction costs (if applicable).
- 3.3. Unless a longer payment term is agreed in writing, JDE will pay all undisputed amounts on each invoice within 60 days from the date on which JDE receives a correct invoice.
- 3.4. JDE is not liable for late payment interest unless Supplier has issued a notice of default and JDE is in default. Late payment interest will be accrued based on Euribor + a two (2) percent mark-up. JDE is entitled to

set off amounts owed by Supplier or any of Supplier's affiliates to JDE or any of JDE's affiliates against amounts payable. Supplier is not entitled to suspend performance or set-off.

**4. Confidential Information**

- 4.1. JDE may make information available that is not generally known to the public and is proprietary and/or confidential to JDE, and/or of which Supplier should reasonably understand that such information is confidential ("**Confidential Information**"). Supplier will not disclose, publish or disseminate Confidential Information. Supplier will use Confidential Information only to perform its obligations under the applicable Agreement.
- 4.2. Supplier's confidentiality obligations will survive for seven (7) years after the disclosure of Confidential Information, or until the moment that the Confidential Information has become public through no breach of the confidentiality obligations of Supplier. Supplier will return or destroy Confidential Information promptly upon JDE's request. Upon first request of JDE Supplier shall unconditionally and promptly furnish JDE with a management statement stating that Supplier has complied with its obligation to return or destroy Confidential Information.

**5. Developments**

- 5.1. JDE will own exclusively all materials, software, ideas and other work product developed, in whole or in part, by or on behalf of Supplier pursuant to the Agreement (collectively, "**Developments**") together with all related patent, copyright, trade secret, trademark, trade name, database, design and model, or other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") throughout the world. Insofar as the assignment of such rights requires a further instrument, Supplier shall unconditionally cooperate in the execution of any documents to effectuate such assignment.
- 5.2. In so far as - and only to the extent that - assignment of rights to JDE is prohibited or otherwise not effective pursuant to applicable mandatory law Supplier hereby grants JDE a perpetual, irrevocable, fully-paid up, worldwide, transferable, sub-licensable, exclusive and royalty-free license to Developments.
- 5.3. In so far as Developments are based or reliant on materials, software, ideas and other work product developed prior to the conclusion of the Agreement by Supplier or third parties ("**Background Materials**") the Supplier hereby grants JDE a perpetual, irrevocable, fully-paid up, worldwide, transferable, sub-licensable, exclusive and royalty-free license to use Background Materials in any way in conjunction with Developments.

**6. JDE Code of Conduct**

- 6.1. Supplier represents and warrants that Supplier is and will continue to be in full compliance with JDE's Code of Conduct which contains material obligations and as

amended from time to time and published on [www.jacobsdouweegberts.com](http://www.jacobsdouweegberts.com).

- 6.2. JDE's internal and external auditors may conduct inspections or audits of Supplier's records and facilities for compliance with the Agreement and Terms. Supplier will unconditionally cooperate fully with any such audit.

**7. Personal Data**

- 7.1. If the Agreement includes the processing of personal data, Supplier shall enter into an additional data processing agreement in a form as prescribed by JDE. Supplier will make sure that the processing of the personal data is in accordance with all applicable laws and regulations. Supplier will take appropriate technical and organizational security measures to safeguard the personal data from loss or damage or unlawful disclosure or processing.

**8. Termination and cancellation**

- 8.1. JDE may cancel or terminate any Agreement (in whole or in part) for convenience by giving thirty (30) days' notice.
- 8.2. Either party may terminate any Agreement, in whole or in part, if the other party (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that party, (iv) takes any corporate action for its winding-up, dissolution or administration, (v) makes any material misstatement as to its financial condition, or is subject to any equivalent or comparable measure under applicable law.

**9. Indemnity**

- 9.1. Supplier will indemnify and hold harmless JDE, its directors, shareholders, employees, agents, successors and assigns from any and all third party claims, demands, losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties due to, arising from or relating to (i) an actual or alleged breach of these Terms and/or any Agreement by Supplier, (ii) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by Supplier.

**10. Insurance**

- 10.1. Supplier will procure and maintain in effect, at its own expense, adequate insurance customary for an undertaking as Suppliers undertaking.

**11. Force Majeure**

- 11.1. The moment Supplier becomes aware that he will not be able to deliver the goods or provide the services at the agreed upon times due to circumstances that cannot be attributed to Supplier ("**Force Majeure**"), he will immediately notify JDE. JDE may suspend performance for a period of up to four weeks or

terminate the affected Agreement(s) without being obliged to pay damages to Supplier.

- 11.2. Force Majeure shall not include shortage of materials or staff, delays in transport, strike, failure by suppliers or subcontractors or other third parties used or engaged by Supplier.

**12. Miscellaneous**

- 12.1. Supplier cannot assign any rights or grant a security interest in any rights under these Terms or any Agreement (as meant in art. 3:83 of the Dutch Civil Code) without the prior written consent of JDE. JDE can assign any Agreement, or any of its rights thereunder, in whole or in part, without Supplier's consent.
- 12.2. Supplier will not subcontract any of its obligations without obtaining JDE's prior written approval. Notwithstanding any approval by JDE, Supplier will remain solely responsible for its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Terms or any Agreement.
- 12.3. Any amendment, modification or change of these Terms or any Agreement will be valid only if it is in writing and manually signed by an authorized representative of JDE.
- 12.4. Supplier will not, without JDE's prior written consent, (i) use the name, trademarks, logo or other identifying marks of JDE in any sales, marketing or publicity activities or materials, or (ii) issue a press release or other kind of public statement regarding JDE.
- 12.5. The failure of either party to enforce strict performance by the other party of any provision of these Terms or to exercise any right under these Terms will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of these Terms. All rights and remedies provided for in these Terms are cumulative and in addition to any other remedies available to either party at law or on the basis of these Terms.
- 12.6. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be renegotiated to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.
- 12.7. The English language version of these Terms prevails over translations thereof.
- 13. Applicable law and disputes**
- 13.1. Agreements concluded between the parties and these Terms are exclusively governed by Dutch law excluding the applicability of the UN Convention on Contracts for the International Sale of Goods.
- 13.2. All disputes arising out of or otherwise connected with Agreements and/or these Terms will be brought exclusively before the competent court in Amsterdam, the Netherlands.

**PART 2 - SALE OF GOODS**

**14. Delivery and documentation**

- 14.1. Supplier will deliver the product(s) to be delivered by Supplier under the Agreement ("**Goods**") DDP (Incoterms 2010) in the quantities, on the dates and to the places specified in the Agreement. Delivery dates are fixed and of the essence. Delivery prior to the agreed delivery date is allowed with the express consent of JDE. Title to Goods passes to JDE upon Delivery.
- 14.2. Supplier will prepare, maintain and, to the extent required under applicable law or regulation, submit to the customs authorities, all necessary information and documentation to comply with the customs and export/import requirements of each country from which Goods will be exported and each country into which they will be imported.
- 14.3. For a period of two years after the sale of any Good, Supplier will maintain complete and accurate books and records of all transactions and activities of Supplier that relate to Supplier's production, storage, delivery and sale of the Goods, including complete and accurate manufacturing, processing, packaging and quality control records, and allow JDE to audit such books and records.

**15. Conformity**

- 15.1. All Goods shall comply with requirements arising from the Agreement, applicable laws and regulations, characteristics that JDE may reasonably expect of the Goods, additional specifications as set out by JDE. The Goods shall generally be fit for JDE's intended purpose provided that such purpose is or should reasonably be known to Supplier. JDE shall be allowed to inspect the Goods prior to delivery to verify if the Goods comply with all requirements, and Supplier shall fully cooperate with such inspection. Inspection by JDE, and JDE's approval or rejection, does not release Supplier from its obligation to deliver Goods that are in all respects in conformity with the Agreement.
- 15.2. Goods that do not conform to the requirements set out in clause 15.1 or that a governmental agency declares are unfit or unsafe for their intended use or in violation of any applicable law or regulation will be considered non-conforming ("**Non-Conforming Goods**"). Supplier will promptly furnish to JDE all information and copies of all documents (including any complaints, inquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Supplier receives that indicate that any Goods, or any ingredient of, or any material included in, any Goods, or any packaging or supplies used in connection with any Goods, may be non-conforming.
- 15.3. JDE has the right to reject Non-Conforming Goods. JDE will provide Supplier with written notice of its rejection of any Non-Conforming Goods after JDE discovers the

- nonconformity. JDE shall be entitled to reject Non-Conforming Goods during a period of three months after the actual discovery of the nonconformity.
- 15.4. Upon request, Non-Conforming Goods will be returned to Supplier by JDE or disposed of by JDE. Supplier will reimburse JDE for all related commercially reasonable expenses. Non-Conforming Goods returned to Supplier which bear the name, trademark, trade name, logo or other identifying marks owned by or licensed to JDE or any of its affiliates may not be disposed of (except by destruction) without the prior written approval of JDE. Upon request of JDE Supplier shall unconditionally and promptly furnish JDE with a management statement stating that Supplier has complied with its obligations set out in this clause.
- 15.5. Notwithstanding any other rights, JDE may demand that Supplier replaces the rejected Non-Conforming Goods within a period to be determined by JDE, cancel the Agreement for the rejected Non-Conforming Goods or terminate the Agreement pertaining to the Non-Conforming Goods in whole or in part for breach. JDE is entitled to order replacement goods from a third party supplier, in which case any additional costs related thereto will be borne by Supplier. If payment has already been made for the rejected Non-Conforming Goods, then JDE will be entitled to a credit or refund of that payment.
- 15.6. If JDE has incorporated any rejected Non-Conforming Goods into any products, and such products remain in JDE's possession and control, Supplier will reimburse JDE for the costs incurred in the production of such products along with all commercially reasonable charge and expenses incurred in the inspection, transportation, receipt, care, custody and disposal of such products. For any rejected Non-Conforming Goods, and any products into which Non-Conforming Goods have been incorporated, that are no longer in JDE's possession or control, JDE will have the right to field correct, withdraw, recall or repurchase such Non-Conforming Goods or products from any third party in possession or control of such Non-Conforming Goods or products, and Supplier will reimburse JDE for all reasonable costs incurred by JDE in connection therewith, including all commercially reasonable charges and expenses. Upon JDE's request, Supplier will assist JDE in any or all reasonable aspects of a field correction, withdrawal, recall or repurchase, including developing a plan therefore and preparing and furnishing any required reports, records and other information. In no event will Supplier inform any regulator of the nonconformity without prior approval of JDE unless Supplier is obliged to inform any regulator without the possibility to consult with JDE.

**16. Food**

- 16.1. Supplier represents and warrants that Goods which are food products, including contents, packaging, and labelling, sold to, constituting or being a part of any delivery made by Supplier on the order of JDE, and their manufacture, branding and sale, will at the time of such delivery:
- (i) comply with the relevant food and consumer product regulations (voedsel- en warenregelgeving) including (but not limited to) EU Regulation 178/2002 EU Regulation 852/2004, EU Directive 2000/23, the Consumer Product Act (Warenwet) and any other applicable laws or regulations imposing requirements on Supplier which are substantially the same as the statutes cited above, each as may be amended from time to time, and all other applicable laws;
  - (ii) be manufactured in accordance with current good manufacturing practices and any specifications for the goods to be delivered under these Terms and any Agreement and, where applicable, fit for human consumption; and
  - (iii) not be adulterated or misbranded within the meaning of the statutes cited above or within the meaning of any other applicable laws.

**PART 3 - SERVICES**

**17. Performance of Services**

- 17.1. Supplier will provide the service(s) to be provided by Supplier under an Agreement (the "**Services**") in accordance with the Agreement and these Terms and the requirements as set out by JDE and meet the agreed upon objectives. The Services will be performed at the time and place described in the Agreement. The Services will not only include services specifically described in the Agreement but also those that are an inherent, necessary or a customary part of the Services. Supplier will be responsible for all materials, facilities, equipment, software and other resources required to provide the Services.
- 17.2. Supplier represents and warrants that it will perform the Services (i) in a good, timely, efficient, professional and workmanlike manner using then-relevant technology, (ii) using sufficient numbers of personnel (including any of Supplier's subcontractors, employees, agents, consultants or other individuals acting on Supplier's behalf who are directly or indirectly involved in the performance of Supplier's obligations under the Agreement ("**Supplier Personnel**") who are fully familiar with the technology, processes and procedures to be used to deliver the Services and have suitable competence, ability, education, training and other qualifications for any assigned roles, (iii) with at least the degrees of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to the accepted

industry standards applicable to the performance of the same or similar services, (iv) in compliance with all relevant laws and regulations and (v) in compliance with the requirements of the applicable Agreement. If the Services have been rejected JDE may, at its discretion, (i) demand that Supplier promptly corrects or rectifies the deficiencies giving rise to the breach at Supplier's sole expense, or (ii) reduce the agreed upon price for the Services in proportion to the breach, or (iii) if JDE has reasonable grounds to fear that Supplier will not be able to rectify the breach, terminate the Agreement for breach and have the work completed or replaced by a third party at Supplier's cost. If Supplier fails to rectify the breach, JDE is authorized to terminate the Agreement for breach, demand repayment of all paid amounts and claim compensation for damages incurred as a result of the breach.

- 17.3. JDE will pay Supplier for actual time and materials or a fixed fee, as set out in the Agreement. JDE may at all times increase or reduce the scope of the Services, in case of a reduction the fee will be adjusted accordingly. Fees for additional Services or an extension of the scope of the Services, at the request of JDE or otherwise, will only be paid by JDE if such Services and the additional fees have been expressly agreed upon. If the additional Services relate to circumstances or information that Supplier should reasonably have foreseen, Supplier shall not be entitled to additional fees.

**18. Personnel**

- 18.1. If JDE determines that the continued assignment to JDE of any Supplier Personnel is not in the interests of JDE, Supplier will remove that individual from providing the Services and replace that individual with Supplier Personnel of suitable ability and qualifications without additional charge to JDE.
- 18.2. Supplier will ensure that the Supplier Personnel, while assigned to provide the Services or otherwise visiting or accessing JDE's facilities, will (i) comply with JDE's then-current environmental, health, safety, and security policies and procedures and other rules and regulations applicable to JDE personnel at those facilities, (ii) comply with all reasonable requests of JDE personnel, as applicable, pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a professional and business-like manner.