GENERAL CONDITIONS

1. FRAMEWORK AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

1.1 Framework Agreement

(a) This Agreement is a Framework Agreement. Under this Agreement, JDE and its affiliates have the option to issue to the Supplier from time to time order(s) for Goods and/or Services. Purchase orders can be issued to the Supplier on paper, by electronic mail or by any other means of electronically exchanging information. Each purchase order (a "**Purchase Order**") constitutes a separate contract between JDE or its affiliate and the Supplier governed by the provisions of this Agreement. In case a Purchase Order is placed by a JDE affiliate, any reference to JDE in any provision of this Agreement relating to such individual transaction, is to be understood as a reference to JDE's affiliate.

(b) The Supplier must keep sufficient inventory of Goods to meet the purchase orders that can reasonably be expected to be issued by JDE, e.g. on the basis of (i) the provisions (if any) in the Special Conditions in the Schedule, (ii) any other forecast provided by JDE to the Supplier or (iii) the ordering history of JDE with the Supplier.

(c) Notwithstanding the above, unless expressly agreed otherwise, any forecasts provided by JDE to the Supplier will be non-binding and JDE will not be obliged to order any minimum quantity of Goods or Services from the Supplier. In addition, JDE continues to be allowed to order the same or similar Goods or Services from other suppliers.

1.2 Goods and Services

(a) The Supplier must supply and deliver the Goods detailed in the Schedule (the "**Goods**") to JDE in accordance with this Agreement and must otherwise comply with this Agreement.

(b) The Supplier must perform the Services in accordance with the Agreement and must supply all materials, labour, plant, equipment and everything else necessary for the performance of the Services. The "**Services**" include the whole of the work to be executed pursuant to this Agreement as further detailed in the Schedule, the annexes to this Agreement (if any), the Purchase Order(s) and in any other document expressly incorporated into this Agreement, including Variations, as well as any minor or incidental work which is reasonably necessary for the completion of the work under this Agreement.

(c) Before proceeding to any performance of this Agreement or any particular Purchase Order, the Supplier shall inform JDE in writing of any incompatibilities, errors or omissions in the specifications for the Goods and Services detailed in the Schedule (the "**Specifications**") that could cause the Goods or Services not to comply with the warranties under clause 5.

1.3 Variations

(a) JDE may direct the Supplier to perform a variation ("**Variation**") to the Specifications and/or to the Services or performance of the Services including the nature, content and quality of the Services that are to be performed, and when, how and how frequent they are to be performed, by giving written notice of such proposed Variation. If JDE requests a Variation, the Supplier shall immediately inform JDE of the increase or decrease in price/cost and the effect on the nominated Delivery Date for the Goods and/or the nominated Date of Completion of the Services to be agreed upon prior to the implementation of JDE's request.

1.4 Training and Technical Support

(a) If requested by JDE, the Supplier will provide reasonable training in respect of the Goods and/or the Services and their use and/or reasonable on the job technical support.

2. TERM

2.1 This Agreement shall commence on the Commencement Date referred to in the Schedule and shall, subject to the provisions of clause 8, continue in effect for the fixed term referred to in the Schedule ("**Term**"). Upon expiry of the Term or any extension thereof, the Agreement will automatically be renewed for successive periods of one (1) month, unless either party has notified its intent not to renew at the latest thirty (30) days prior to the expiry of the Term or any extension thereof.

3. PRICE AND PAYMENT

3.1 Price

(a) Unless otherwise agreed in writing between the parties, the price and/or rates for the Goods and Services set forth in the Schedule (the "**Price**"):

(i) is exclusive of VAT but inclusive of all other taxes, duties and any other costs and expenses (including but not limited to all costs of packaging, inspection, testing, certification, transportation, loading and unloading and insurance) incurred by the Supplier in supplying the Goods and delivering them to the Delivery Point and in performing the Services;

(ii) is fixed and cannot be varied, it being understood that the Price may be reduced in accordance with clause 3.5 or upon mutual agreement between the parties.

3.2 Invoicing

(a) Unless otherwise agreed in writing, the Supplier shall invoice JDE at the end of each month for the Goods delivered and the Services performed in that month. Each invoice must mention the correct PO number.

3.3 Payment

(a) The Supplier's valid invoices will, provided the Goods and/or Services have been provided in accordance with this Agreement, be paid within the Payment Term as set forth in the Schedule, calculated as from the end of the month during which the relevant invoice has been issued to JDE. Payment of the Price shall not constitute evidence or an admission that the Goods or Services have been supplied in accordance with this Agreement.

3.4 Set Off

(a) JDE may set off against any amount owing to the Supplier any amount owing or claimed by JDE to be owing, by the Supplier to JDE, whether under this Agreement or otherwise, regardless of whether matured or not.

3.5 Price Variation

(a) In the event of any general reduction in the base price of raw materials used by the Supplier in the manufacture of the Goods or in the costs of manufacture of the Goods or in the costs of performance of the Services incurred by the Supplier, JDE and the Supplier will discuss a reduction in the agreed Price.

4. DELIVERY, RISK AND TITLE

4.1 Delivery of Goods

(a) Unless agreed otherwise in writing, the Supplier will deliver the Goods to the delivery point referred to in the Schedule ("**Delivery Point**") at its own cost and risk in accordance with the Incoterm "DDP" (ICC Incoterms - version in force on the Commencement Date) on the Delivery Date. All Goods delivered to JDE must be accompanied by:

(i) a delivery note detailing the Goods and quantities being delivered, JDE's purchase order number and line item;

(ii) all relevant manufacturer's or the Supplier's instructions concerning the proper and safe storage and/or use of the Goods (including but not limited to operating and maintenance manuals, training manuals, drawings, technical date sheets, certificates of conformity and other supporting documentation);

(iii) any relevant materials safety data sheets (MSDS) for all chemicals and hazardous Goods supplied under this Agreement, which (at a minimum) explain the physical properties, hazards to personnel, fire and explosion potential, safe handling recommendations, health effects, fire fighting techniques, reactivity, and proper disposal regarding such Goods;

(iv) any other document reasonably requested by JDE.

(b) Unless otherwise directed, the Goods must be unloaded at the Delivery Point at the Supplier's risk and expense, either by the Supplier or by JDE at the Supplier's risk.

(c) Goods shall be packed so that they will not be damaged during transportation or handling. All items shall be properly marked according to (i) applicable rules, especially in the case of dangerous goods, if any, (ii) JDE's instructions, and at a minimum marking shall set out JDE's Purchase Order number, Supplier identification, item number, place of delivery, item description, weight and quantity, and all markings required for proper delivery and assembly. If JDE so requests, the Supplier shall take back all packaging material after delivery at no cost.

(d) Before delivery, the Supplier shall inspect Goods for compliance with the Specifications,

quality, weight, and physical dimensions, as well as for any damage to the Goods or their packaging. JDE's failure to (properly) inspect the Goods or to (properly or timely) notify the Supplier of defects of non-conformities, shall not relieve the Supplier of any of its obligations under this Agreement or under the applicable law.

4.2 Risk and Title

(a) Title to the Goods shall pass to JDE upon delivery to the Delivery Point in accordance with clause 4.1(a). Risk of loss or damage to the Goods shall pass to JDE when the Goods have been unloaded at the Delivery Point in accordance with clause 4.1(b).

4.3 Delivery Date and Date of Completion

(a) The delivery date of the Goods ("**Delivery Date**") and/or the date of completion of the Services ("**Date of Completion**") shall be specified in the Schedule, in the Purchase Order, or be notified otherwise by JDE to the Supplier. Time for delivery of the Goods and time for completion of the Services shall be of the essence. JDE reserves the right to verify the progress and proper performance of any Purchase Order and to conduct any quality investigations and testing it deems advisable. The Supplier shall provide JDE free access to the Supplier's workshop at all times.

5. SUPPLIER'S WARRANTIES

5.1 The Supplier undertakes and warrants that:

(a) the Services will be of good quality and workmanship and will be performed with the highest professional skill, care and diligence consistent with best in class industry standards by properly qualified and experienced persons in strict conformity with the terms and conditions of this Agreement;

(b) the Goods shall fully comply with the quality, description, performance specifications and other particulars stated or referred to in the Specifications, in the Schedule or elsewhere in this Agreement;

(c) the Goods and Services shall be fit for the purpose for which they were made, produced or performed, for which they are ordinarily used and for any purpose which JDE has disclosed to the Supplier or which JDE intends to use them for and JDE could reasonably expect the Goods and/or Services to be fit for;

(d) the Goods shall be free of any defects, apparent or hidden, including but not limited to defects in design, materials and workmanship, defects in the aesthetic quality or appearance, and any defects resulting in poor performance of the goods (fair wear and tear excepted);

(e) the Goods and Services (including labelling) shall comply with the laws and regulations applicable in the country where they are intended to be used;

(f) the benefit of any and all manufacturer's warranties in relation to the Goods will be assigned to JDE upon delivery to JDE in accordance with clause 4.1;

(g) the sale of the Goods to JDE, the performance of the Services and the use of the Goods and Services by JDE will not infringe any Intellectual Property rights of third parties;

(h) it has, or will be able to, obtain at its expense all necessary consents, permits, licenses or authorities necessary in order for the Supplier to supply the Goods and to perform the Services;

(i) the Goods will become the sole, exclusive and unencumbered property of JDE upon the transfer of title in accordance with clause 4.2;

(j) in performing its obligations under this Agreement, it shall comply with (i) all applicable laws and regulations, (ii) JDE's Policies and Procedures, and any reasonable directions given by JDE, (iii) all relevant national and international standards and codes of practices in relation to the performance of the Services and in relation to the design, manufacture, packaging, labelling, transportation and delivery of the Goods, and with (iv) any certification, approval or registration concerning assurance of the quality of the Supplier's systems, procedures, processes, business practices and production (Quality Assurance Certification) which JDE reasonably requires the Supplier to hold or which the Supplier held at the Commencement Date.

5.2 These warranties will equally apply to any replacement, repair, substitute or remedial Goods or Services or parts provided by the Supplier. The Supplier warrants due performance of the Goods as set out in clauses 5.1(b), 5.1(c) and 5.1(d) above during the Warranty Period stated in the Schedule. Claims made under these warranties shall suspend

the Warranty Period until the Supplier has remedied the default and the Warranty Period will be extended accordingly.

6. DUTY TO RECTIFY

6.1 Without limiting any other warranty or liability of the Supplier, whether expressed in this Agreement or implied by statute or generally at law, where JDE reasonably believes that any or all of the Goods or Services do not meet any one or more of the requirements of clause 5 or any other provision of this Agreement, the Supplier must, at JDE's option:

(a) repair or replace the Goods and/or re-perform the Services within the time directed by JDE (or, if no time is stated, within 14 days of being notified by JDE) without cost to JDE; or

(b) compensate JDE for the reasonable costs of repair or replacement of Goods and/or re-performance or rectification of Services by third parties engaged by JDE.

6.2 In addition to the above, the Supplier must compensate JDE for any and all losses or damages incurred by JDE as a result of the Supplier's failure to comply with the warranty obligations provided for in clause 5.

7. INDEMNITY & LIABILITY

7.1 The Supplier hereby indemnifies JDE and each of its affiliates, and agrees to keep them indemnified and held harmless from and against any liability, cost, claim, expense (including attorneys' fees and expenses) or any loss or damage of any other kind whatsoever including, without limitation, any material or immaterial damage in the form of personal injury, illness or death to any person or damage to any property, and any indirect or consequential damages or losses (including, but not limited to, loss of profits, loss of goodwill, loss of opportunity, loss of revenue) arising from or in connection with, whether directly or indirectly:

(a) any breach or failure to perform this Agreement by the Supplier, its employees, agents or subcontractors;

(b) any supply of Goods and/or Services which does not meet the requirements set out in this Agreement, including amongst others the requirements set out in clauses 4 and 5;

(c) any breach or failure to comply with any applicable law, including tax laws;

(d) any infringement or alleged infringement of any Intellectual Property rights caused by any kind of use of the Goods or Services.

7.2 The Supplier acknowledges and agrees that it gives the indemnity under this clause 7 to JDE in its own right and as the agent of each of its affiliates such that JDE shall be entitled to enforce the indemnity on behalf of its affiliates. The Supplier's liability to indemnify JDE and each of its affiliates will be reduced proportionally to the extent that any negligent or unlawful act or omission of JDE contributes to the loss or liability.

8. SUSPENSION AND TERMINATION

8.1 Continuity

(a) The Supplier cannot suspend the performance of his obligations under this Agreement for any reason whatsoever and the Supplier expressly waives any right of suspension which may be available to it under applicable law.

8.2 Termination by JDE

(a) JDE can terminate this Agreement or any particular Purchase Order at any time on one (1) month prior written notice. If JDE terminates the Agreement or any particular Purchase Order pursuant to this clause 8.2, JDE will compensate the Supplier for all reasonable direct costs incurred by the Supplier in performing its obligations under this Agreement or under the Purchase Order in question up to the effective date of termination and, where appropriate, in dismantling and removing its infrastructure on JDE's site, up to a maximum of the value of the affected Purchase Order(s), provided and to the extent the Supplier has used its best efforts to mitigate as much as reasonably possible such costs.

8.3 Termination for Default

(a) Either party may terminate this Agreement and/or one or more specific Purchase Order(s) at any time by giving the other party ("**Defaulting Party**") notice to that effect, effective on the date specified in the notice in case of a material breach by the Defaulting Party of its obligations under this Agreement or under any particular Purchase Order.

(b) The Parties agree that the following will be considered a material breach:

(i) a breach by the Supplier of his obligation to deliver the Goods on the Delivery Date in accordance with this Agreement;

(ii) a breach by the Supplier of the warranties in clause 5;

(iii) a breach by the Supplier of clause 16;

(iv) a breach by the Supplier of clause 19.3.

(c) Either party may terminate this Agreement at any time by giving the Defaulting Party notice to that effect, effective on the date specified in the notice, in case of a breach by the Defaulting Party of this Agreement in relation to which the Defaulting Party fails to take effective remedial action within one (1) month as from receipt of notice specifying the breach and requiring its remedy.

(d) Notwithstanding the above, the Supplier cannot terminate this Agreement or any particular Purchase Order in case of a breach or an alleged breach by JDE of its payment obligations, unless if the following conditions are cumulatively met: (i) JDE has not paid the Supplier's invoice(s) on the relevant due date, (ii) the invoice(s) in question have not been disputed in good faith by JDE and (iii) JDE fails to pay the invoice(s) within twenty (20) days from JDE's receipt of a payment reminder sent by the Supplier on or after the relevant due date by registered mail.

(e) To the extent permitted by applicable law, either party may terminate this Agreement at any time by giving the other party notice to that effect, effective on the date specified in the notice if the other party becomes unable to pay its debts in the ordinary course of business or enters into liquidation or becomes bankrupt or insolvent, or is placed in the control of a receiver or trustee, whether compulsorily or voluntarily, or any similar such event.

(f) Termination of this Agreement under this clause 8.3 shall automatically terminate every Purchase Order in existence at the time of termination unless otherwise specified in the relevant notice by the party giving the notice.

(g) In case of expiration or termination of this Agreement for any reason whatsoever, if requested by JDE, the Supplier shall continue to supply the Goods and/or Services in the same manner and at the same financial terms as immediately before expiration or termination during such period as reasonably required by JDE to ensure an orderly transition to a replacement supplier. The Supplier agrees to provide any such assistance as reasonably required by JDE in order to facilitate such orderly transition to a replacement supplier.

9. INSURANCE

9.1 The Supplier must take out and maintain appropriate insurance policies necessary to cover any liability under this Agreement and any Purchase Order(s). If requested by JDE, the Supplier must provide details of the insurance (including, without being limited thereto, a copy of the insurance certificate) and evidence of currency. In addition, at JDE's request, the Supplier will ensure that JDE's interest as an additional insured is noted on the policy(ies).

10. SITE

10.1 JDE is committed to the protection and improvement of safety, health and the environment. Safety in the workplace, in particular, is a priority for JDE. The Supplier shall deliver Services to and provide JDE with Goods which fully satisfy the safety, health and environmental rules applicable.

10.2 The Supplier must, during any period of access to the Site, take all necessary care to avoid loss, damage or injury to any person or property.

11. JDE POLICIES AND PROCEDURES

11.1 The Supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. The Supplier represents and warrants that it takes appropriate steps to check and to ensure that neither it, nor its suppliers or subcontractors, engage in any form of slavery, human trafficking, child or sexual exploitation and will confirm what steps it takes to JDE upon request.

11.2 The Supplier represents and warrants that the Supplier is and will continue to be in full compliance with JDE's policies and procedures referred to in the Schedule, as may be updated from time to time by JDE ("**JDE's Policies and Procedures**").

12. ANTI-BRIBERY AND TRADE COMPLIANCE

12.1 The Supplier represents and warrants that it is fully aware of and will comply with, and in the performance of its obligations pursuant to this Agreement will not take any action or omit to take any action that would cause either JDE, any of its affiliates or the Supplier or any of its affiliates to be in violation of, (i) the U.S. Foreign Corrupt Practices Act, (ii) the Dutch Penal Code Articles 177, 178, 178a and 328ter, (iii) the UK Bribery Act, (iv) the French Sapin II law or (v) any other applicable anti-corruption laws.

12.2 The Supplier represents and warrants that it is not a government official, political party, state-owned enterprise, or a public international organization or a representative of any such person (each, an "**Official**"). The Supplier further represents and warrants that, to its knowledge, neither it nor the Supplier's personnel has offered, promised, made or authorized to be made, or provided any contribution, thing of value, gift, or any other type of payment to, or for the private use of, directly or indirectly, any Official for the purpose of influencing or inducing any act or decision of an Official to secure an improper advantage in connection with, or in any way relating to (i) any government authorization or approval involving JDE or an JDE affiliate, or (ii) the obtaining or retention of business (a "**Payment**"). The Supplier further represents and warrants that it will not in the future offer, promise, make or authorize to be made, or provide any Payment and that it will take any and all lawful and necessary actions to ensure that no Payment is promised, made or provided in the future by the Supplier or its personnel.

12.3 The Supplier warrants that it is not directly or indirectly owned by, controlled by, owning, controlling, or named as a restricted party according to applicable sanction laws and will comply with applicable sanctions laws, export controls regulations and requirements. The Supplier warrants that neither the Supplier nor its beneficial owners, affiliates, directors or representatives are subject of any investigation by the Office of Foreign Assets Control (OFAC), Department of the Treasury, or any other governmental authority and shall promptly notify JDE if it becomes the subject of any such investigation. The Supplier will not use any funds received from JDE for the benefit of a restricted party or individuals or entities from sanctioned countries.

13. INTELLECTUAL PROPERTY

13.1 In this Agreement, "**Intellectual Property**" means all intellectual property rights, including but not limited to patents, copyrights, author's rights, performance rights, design rights, model rights, database rights, trade names, trademarks, service marks, domain names and the goodwill pertaining thereto, as well as any registrations, applications, divisions, continuations, re-examinations, renewals or reissues of any of the foregoing in any country of the world.

13.2 To the extent that any Intellectual Property is embodied in or relates to the Goods or Services, the Supplier grants to, or will procure for JDE from the owner of that Intellectual Property a perpetual, irrevocable, royalty free, transferable, non-exclusive licence to use the Intellectual Property in relation to the Goods and Services.

13.3 JDE shall own any Intellectual Property in any Goods and Services, and in any instructions, maps, diagrams and other materials relating to the Goods and Services where such Goods or Services have been created, designed, manufactured or performed specifically for JDE or for use in JDE's business, and the Supplier shall do everything necessary to ensure that such Intellectual Property vests in JDE upon creation.

14. PRIVACY / PERSONAL DATA

14.1 If the Agreement includes the processing of personal data, the Supplier shall enter into an additional data processing agreement in a form as prescribed by JDE.

14.2 The Supplier will make sure that the processing of the personal data is in accordance with all applicable laws and regulations including but not limited to the General Data Protection Regulation, as amended ("**Privacy Laws**").

14.3 If the Supplier provides data (whether aggregated or otherwise) to JDE that has been sourced from personal information or personally identifiable information, the Supplier warrants that:

(a) it has been collected and processed in accordance with the Privacy Laws, and

(b) the Data Subject's (as defined in the Privacy Laws) express consent to the disclosure of their personal information to a third-party (including JDE) has been obtained.

14.4 The Supplier will take appropriate technical and organizational security measures to safeguard the personal data from loss or damage or unlawful disclosure or processing.

14.5 The Supplier will not transfer the data outside the European Economic Area without JDE's prior written consent.

14.6 The Supplier will notify JDE immediately if it suffers any data breaches involving personal data processed on JDE's (or a JDE Affiliate's) behalf.

15. FORCE MAJEURE AND HARDSHIP

15.1 Neither party shall be responsible for any failure to perform any obligation under this Agreement if performance has become impossible due to armed conflicts, acts of terrorism, natural catastrophes or any other catastrophic events beyond control of the Parties, the occurrence of which could not have been reasonably foreseen by the party seeking to rely on such occurrence (each a "**Force Majeure Event**"). The party affected shall promptly give notice to the other party setting out full particulars of the Force Majeure Event and make all reasonable endeavours to mitigate the effects of this event on that party's performance of its obligations under this Agreement.

15.2 If by reason of a Force Majeure Event, the delay or non-performance of a party's obligations continues for more than thirty (30) consecutive days, the other party may terminate this Agreement by written notice. Termination of this Agreement under this clause 15 will automatically terminate every Purchase Order in existence at the time notice is given unless otherwise specified in the relevant notice by the party giving the notice.

15.3 In case performance by JDE of its obligations under this Agreement has become impossible or excessively more onerous (financially or otherwise) due to external economic conditions, JDE will be entitled to request a renegotiation of this Agreement. Unless the parties agree to amend the terms of this Agreement within ten (10) days following JDE's request for renegotiation, JDE will be entitled to direct the Supplier to suspend the performance of all or any part of its obligations under the Agreement for the period specified in the direction, which may be reduced or extended by a further direction. If performance is thus suspended for a continuous period of more than six (6) months and the cause of the suspension is not a breach of this Agreement by the Supplier, the Supplier may terminate this Agreement by giving written notice to JDE.

16. CONFIDENTIALITY

16.1 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 the Supplier should reasonably understand that such information is confidential ("**Confidential Information**"). The Supplier will not disclose, publish or disseminate Confidential Information. The Supplier will use Confidential Information only to perform its obligations under the applicable Agreement.

16.2 The 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 the Supplier.

16.3 The Supplier will return or destroy Confidential Information promptly upon JDE's request. Upon first request of JDE, the Supplier shall unconditionally and promptly furnish JDE with a management statement stating that the Supplier has complied with its obligation to return or destroy Confidential Information.

16.4 The Supplier acknowledges that, by virtue of receiving Confidential Information in accordance with the terms of an Agreement, it and any person to whom it discloses or has disclosed Confidential Information may have access to information of a precise nature which has not been made public, relating, directly or indirectly, to JDE Peet's N.V., and which, if it were made public, would have a significant influence on the price of the shares of JDE Peet's N.V. or related securities, and it is aware (and will so advise any person to whom it discloses or has disclosed Confidential Information) that applicable securities laws prohibit any person who has access to such information concerning a publicly traded company, from purchasing or selling any securities of such company or from communicating such information to other persons or entities. The Supplier agrees that it will not, and will direct any person to whom it discloses or has disclosed Confidential Information not to, use or permit any third party to use any Confidential Information in contravention of the Regulation (EU) No 596/2014 of the European Parliament and of the

Council of 16 April 2014 on market abuse (market abuse regulation).

16.5 Any public announcement in connection with this Agreement must be agreed by the parties before it is made, except if required by a court of law or a regulatory body (including a relevant stock exchange), in which case the party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of the other Party.

17. NOTICES

17.1 Any notice or consent under this Agreement ("**Notice**") must be in writing and hand delivered or sent by registered letter to the recipient's company registered address specified in the Schedule. If the Schedule mentions a Contact Email, Notices can also be validly sent via e-mail to the Contact Email, provided that the content of the e-mail is confirmed in a written instrument hand delivered or sent by registered letter to the recipient's company registered address specified in the Schedule within two (2) business days as from dispatch of the e-mail. Any Party may change the address to which notices are to be delivered or transmitted by giving the other Party written notice in the manner set forth herein.

18. APPLICABLE LAW/JURISDICTION

18.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement or any Purchase Order(s) shall be governed by and construed in accordance with the law of the country where the relevant JDE entity that has entered into this Agreement has its registered office, without giving effect to any other choice of law or conflict-of-laws rules or provisions that would cause the laws of any other jurisdiction to be applicable. The parties expressly exclude the application of the UN Convention on the sale of goods to this Agreement or any Purchase Orders hereunder.

18.2 A party claiming that a dispute has arisen concerning the validity, interpretation, enforcement, performance or termination of this Agreement or any Purchase Order(s) must notify the other party giving details of the dispute as soon as possible after it has arisen. The parties shall use their best efforts to resolve any dispute amicably. If the dispute has not been resolved within a period of thirty (30) days as from notice of the dispute, either party can initiate court proceedings before the courts of the judicial district of the country where the relevant JDE entity that has entered into this Agreement has its registered office, which court shall have exclusive jurisdiction. Nothing in this clause 18.2 will preclude a party from seeking and obtaining in any court of competent jurisdiction injunctive or interim relief.

19. MISCELLANEOUS

19.1 This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties, whether written or oral, in connection with its subject matter.

19.2 This Agreement and/or any Purchase Order may be altered only in writing signed by each Party.

19.3 The Supplier cannot delegate, assign, subcontract or transfer any of its rights or obligations under this Agreement or under any Purchase Order, either in whole or in part, to any third party or any affiliate(s) without the prior written consent of JDE. JDE can delegate, assign, subcontract or transfer any of its rights or obligations under this Agreement or under any Purchase Order, either in whole or in part, to any third party or any affiliate(s) without the Supplier's consent upon notice to the Supplier. The Supplier hereby agrees to co-operate in advance to any such delegation, assignment, subcontracting or transfer of rights or obligations. In case a Purchase Order is placed by a JDE affiliate under this Agreement, only the relevant JDE affiliate shall be a party to such Purchase Order, without any joint or several liability between the relevant affiliate and JDE.

19.4 A term or part of a term of this Agreement or of any Purchase Order that is illegal or unenforceable may be severed from this Agreement or Purchase Order and the remaining terms or parts of the term of this Agreement or Purchase Order continue in force.

19.5 A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

19.6 The Supplier is an independent contractor. None of the provisions of this Agreement shall be interpreted as indicating the intent of the Parties to form a company, association or joint venture. In performing

this Agreement, the Supplier shall not be regarded as a representative, agent, attorney-in-fact or employee of JDE.